

**PARKS FACILITIES**  
**AGREEMENT AND RELEASE OF LIABILITY**

Thank you for choosing to use the Plymouth Township Parks Facilities which you have selected. Please read and sign the following Agreement and Release of Liability.

I, the undersigned, on behalf of myself and the organization set forth in this application do hereby declare that I/we intend to use the Parks Facilities for the activities or programs of our organization. I understand that the members of the organization listed in this application have different capacities for participating in such activities or programs. I am aware that such activities or programs are educational, recreational, social, physical or self-directed in nature. I assume full responsibility, during and after my/our participation, for my/our choices to use or apply, at my/our own risk, any activities or programs conducted by our organization upon the selected Parks Facilities. I understand that my/our choice to utilize the Parks Facilities and participate in such activities or programs and the fitness, health, awareness, care and skill that I/we possess and use, brings with it my/our assumption of those risks or results stemming from these choices. I certify that I, and/or the members of the organization listed in this application, are in good health and are able to use the Parks Facilities and participate in its activities or programs. I understand that no health and/or accident insurance is provided for myself and/or the members of the organization by Plymouth Township, and I accept full responsibility for obtaining the same or for payment of all expenses in the absence of such insurance.

In consideration for the acceptance by Plymouth Township of this application for use of the Parks Facilities and for being allowed to use the Parks Facilities for the participation in the activities or programs of our organization, I, the undersigned, on behalf of myself and the organization listed in this application, as well as for our heirs, executors, administrators, successors and assigns **(1)** do forever release and discharge Plymouth Township and its appointed and elected officials, employees, agents and other representatives and their heirs, executors, administrators, successors and assigns, from any and all claims, causes of action, suits, deaths and/or damages arising from any and all personal injuries and/or property damages sustained by myself and/or by the members of the organization listed in this application as the result of my/our using the Parks Facilities and participating in the activities or programs of our organization; **(2)** do hereby agree to indemnify, hold harmless and defend Plymouth Township and its appointed and elected officials, officers, employees, agents and other representatives, their heirs, executors, administrators, successors and assigns from any and all personal injuries and property damages sustained by others by reason of my conduct or the conduct of the members of the organization set forth in this application in connection with the use of the Parks Facilities and the participation in the activities or programs of our organization, including court costs and attorneys fees; and, **(3)** do agree to be financially responsible to Plymouth Township for any and all claims, causes or action, suits, deaths and/or damages arising from any and all personal injuries and/or property damages caused by myself and/or by members of the organization listed in this application as a result of my/our using the Parks Facilities and participating in the activities or programs of our organization, including court costs and attorneys fees.

I am aware that using the Parks Facilities and participating in the activities or programs of our organization will involve my/our participation with other persons using the Parks Facilities and may involve many risks of injury. I recognize the importance of following the rules and regulations of Plymouth Township and the instructions given by its employees in any activity in which I/we participate. Therefore, I/we agree to comply with all rules, regulations and instructions of Plymouth Township in connection with the use of the Parks Facilities and the activities or programs of our organization conducted thereon. I agree that Plymouth Township shall have the right at its discretion to enforce such rules, regulations and instructions and/or terminate my participation or the participation of the organization listed on this application or any member thereof for failure to comply with such rules, regulations and instructions, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony or interest of other persons using the Parks Facilities and/or participating in the activities or programs of our organization.

I hereby grant Plymouth Township, its appointed and elected officials, employees, agents and other representatives full authority to take whatever action they consider to be warranted regarding my health and safety and the health and safety of the members of the organization listed on this application. Likewise, I grant the right to use my/our name, image, photograph and video, including composite or modification representations in publications, brochures, newsletters, reports, websites, videos, social media, and any and all other material relating to the Parks Facilities and all other Plymouth Township Parks and Recreational Facilities. I waive the right to inspect or approve versions of my/our image used for publication or the written copy that may be used in connection with the image. I fully release, indemnify and hold harmless Plymouth Township for any liability for actions taken on our behalf as well as for use of name or image as set forth herein.

Plymouth Township shall be excused from providing the Parks Facilities selected herein to the extent that the Township's inability to provide the Parks Facilities is prevented by consequences, direct or indirect, of labor troubles, fires, accidents, utility loss, war, terrorism, civil disobedience and other causes beyond of the control of the Township.

I understand that I and my organization are the only parties authorized to use the selected Parks Facilities for the activities or programs I have outlined on the front of this form and that this authorization cannot be assigned or given to any other person, organization or entity. I also agree to provide a certificate of insurance with coverage's as required by the Township, if requested by the Township, naming the Township and its appointed and elected officials, employees, agents and other representatives as additional insureds.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant