

BOROUGH OF FLEETWOOD
RELEASE AND WAIVER OF LIABILITY

I/we, the Undersigned, desire to participate in, or desire that my/our minor child/children, _____ (name of child / children), participate in, the activities listed below (collectively, the "Activities"), which Activities may involve the use of certain fields and facilities and apparatus (collectively, the "Facilities") owned, leased or utilized by the **BOROUGH OF FLEETWOOD, BERKS COUNTY, PENNSYLVANIA** (the "Borough") for recreational or other purposes. I acknowledge, understand and agree that:

(1) I/we are the legal parent(s) and/or legal custodian(s) of the minor child/children listed above and have full power and authority to execute this Release and Waiver of Liability on behalf of such minor child/children.

(2) The Activities may involve certain risks that may result in bodily injury, emotional injury, personal injury, accident, injury, illness, death, property damage and/or loss.

(3) I/we, in my/our own right and/or on behalf of my/our minor child/children listed above, and our heirs, representatives, agents and assigns (collectively, the "Releasers"), in consideration for participation in the Activities, or any of them, and the Facilities, or any of them, hereby jointly and severally **RELEASE, INDEMNIFY, SAVE, HOLD HARMLESS, WAIVE, FOREVER DISCHARGE** and **DEFEND** the Borough, its Council, its Mayor, officers, employees, committee/board members, licensees, contractors, agents, attorneys, engineers, representatives, related organizations and members, successors and assigns (collectively, the "Released Parties") against any and all damages, claims, liabilities, demands, actions, causes of action and suits of every kind and nature which the Releasers, or any of them, may have, or may in the future have, against the Released Parties for any bodily injury, emotional injury, personal injury, accident, injury, illness, death, property damage or loss resulting from any circumstances including but not limited to COVID-19, which the Releasers, or any of them, may sustain while participating in any of the Activities, or in any activities, programs and/or trips associated with the Activities, and/or use of the Facilities, including but not limited to any and all claims which arise on account of any first aid, treatment or service rendered in connection with the Activities and/or use of the Facilities or which result from negligence on the part of the Released Parties, or any of them.

(4) Except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain insurance coverage for the Releasers, or any of them. Each Releaser is expected and encouraged to obtain his or her own insurance coverages.

(5) To the extent that the Activities involve the use of private motor vehicles and/or the use of parking lots at the Facilities, the Released Parties shall bear no responsibility to the Releasers for the maintenance, operation, use, security or insurance of such vehicles or any accidents resulting from the use of such vehicles.

(6) This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania.

(7) This Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

(8) In the event any clause, sentence or provision of this Release and Waiver of Liability shall be held to be invalid or unenforceable by any court of competent jurisdiction, the validity of such clause, sentence or provision shall not otherwise affect the remaining clauses, sentences and provisions of this Release and Waiver of Liability, which shall continue to be valid and enforceable.

LIST ACTIVITIES/FACILITIES:

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
I/we have executed this Release and Waiver of Liability this _____ day of _____, 20_____.

CAUTION! READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY BEFORE SIGNING

Witness _____
Signed (SEAL)
Print Name: _____ **Print Name:** _____

Witness _____
***Signed** (SEAL)
Print Name: _____ **Print Name:** _____

* 2nd signature optional if more than two parties are sharing facility. Witness required for each