

BOROUGH OF FLEETWOOD
RENTAL
RELEASE AND WAIVER OF LIABILITY

Name of Organization / Individual : _____ (“**Organization / Individual**”)

Check One:

- | | | |
|-----------------|-------------|---------------------------|
| Non-profit | Corporation | Limited Liability Company |
| Sole Proprietor | Partnership | Individual |

LIST FACILITIES:

Date and Time of Rental: _____

The Organization / Individual listed above wishes to rent the above Facilities owned, leased, or utilized and maintained by the **BOROUGH OF FLEETWOOD, BERKS COUNTY, PENNSYLVANIA** (the “**Borough**”) on the above date for an event open to the public for recreational, fundraising or other purposes (the “**Event**”). The Organization / Individual acknowledges, understands and agrees that:

- (1) The undersigned has the full power and authority to execute this Release and Waiver of Liability on behalf the Organization / Individual;
- (2) The Event may involve certain risks that may result in bodily injury, emotional injury, personal injury, accident, injury, illness, death, property damage and/or loss.
- (3) The Organization / Individual shall be responsible for its attendees, employees, representatives and agents and shall comply with any and all applicable federal, state and local regulations, laws, guidelines, rules, and orders of the Commonwealth of Pennsylvania and the

Borough and enforce the same during the Event. The Organization / Individual shall comply with any including federal, state and local regulations, laws, guidelines, rules, and orders related to the coronavirus (COVID-19) including, but not limited to, guidelines issued by the United States Centers for Disease Control regarding actions to be taken to prevent the spread COVID-19 and enforce the same during the Event.

(4) The Organization / Individual and its employees, representatives, officers, agents and assigns (collectively, the “**Releasers**”), in consideration for participation in the rental of the Facilities, 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 Organization / Individual 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 or any circumstances including, but not limited to any claims resulting from the rental of the Facilities and the Event and any circumstances including but not limited to COVID-19, which the Releasers, its invitees, attendees or any of them, may sustain while participating in the Event 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.

(5) 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.

(6) 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.

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

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

(9) 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.

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

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

Witness

(SEAL)
Print Name: _____

Title: _____

Witness

(SEAL)
Print Name: _____

Title: _____