

**UPPER SOUTHAMPTON PARKS AND RECREATION PROGRAM PARTICIPANT
LIABILITY WAIVER AND RELEASE**

In consideration for being permitted to use Upper Southampton Township's facilities and/or participate in Upper Southampton Township-sponsored programs, I agree, for myself and/or for any minors in my care, to fully and completely release Upper Southampton Township, its officials, employees, boards, departments, agents and affiliated entities from any and all claims, liabilities or actions for any personal injuries to me, personal injuries to minors in my care and/or any loss or damage to my personal property or the personal property of any such minors arising from our use of Upper Southampton Township facilities or participation in Upper Southampton Township Parks and Recreation-sponsored activities and programs.

I certify that to the best of my knowledge, I and/or any minors in my care are healthy enough to participate in the recreation program sponsored by Upper Southampton Township Parks and Recreation Department.

I understand that no health and/or accident insurance is provided by Upper Southampton Township. I also understand and agree, for myself, and/or for any minors in my care, that I am solely responsible at any sole cost and expense for furnishing medical or other insurance to cover any expenses related to any such personal injuries or property damage.

I hereby give Upper Southampton Township Parks and Recreation staff permission to secure emergency medical care for minors in my care who may suffer an injury or illness while in the temporary care of Upper Southampton Township Parks and Recreation representatives.

I agree, for myself and/or for any minors in my care, to comply with all Upper Southampton Township Parks and Recreation rules and regulations, including any rules and regulations governing any programs for which I, and/or any minors in my care, have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, may result in termination of the privilege to use Upper Southampton Parks and Recreation facilities and/or participate in Upper Southampton Township Parks and Recreation-sponsored activities and programs. In the event of such a termination for cause, I understand that I will not be entitled to be reimbursed for any registration fees.

I further agree, for myself and/or for any minors in my care, that I will furnish a certified birth certificate or proof of birth upon request by Upper Southampton Township Parks and Recreation, as may be required for participation in Upper Southampton Township Parks and Recreation activities and programs.

I grant the right to use my/our name, image, photograph and video, including composite or modification, representations in publications, brochures, newsletters, reports, website and any other material relating to Upper Southampton Township Parks and Recreational programs, activities and 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 understand that Upper Southampton Township and/or its Parks and Recreation Department makes no representations with regard to the risk of exposure to the COVID-19 virus, or coronavirus, while being on the property of Upper Southampton Township and/or attending off-property field trips in conjunction with the Upper Southampton Township Summer Camp Program (“Summer Camp”). In consideration of the risk of contracting the COVID-19 virus while being present at Summer Camp or participating in off-property field trips in conjunction with Summer Camp, and as consideration for the right to be present upon the property of Upper Southampton Township and to attend Summer Camp, I hereby, for myself and all minors under my supervision that are attending Summer Camp, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of the contraction of, or the exposure to, the COVID-19 virus while being on the property of Upper Southampton Township and/or attending off-property field trips in conjunction with Summer Camp, and do hereby release and forever discharge the Upper Southampton Township Parks and Recreation Department, Upper Southampton Township, its departments, employees, agents, and volunteers, for any injury or illness I may suffer due to contracting or being exposed to COVID-19, including, but not limited to, illness, paralysis, death, damages, economic or emotional loss.

I AM VOLUNTARILY ALLOWING MY CHILDREN AND/OR DEPENDENTS TO ATTEND SUMMER CAMP AND ANY ASSOCIATED OFF-PROPERTY FIELD TRIPS AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH COVID-19 WHILE BEING IN CLOSE CONTACT WITH OTHER PEOPLE, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, ASSOCIATED WITH ANY ATTENDANCE AT SUMMER CAMP. I UNDERSTAND THAT I HAVE THE RIGHT TO REFUSE MY CHILDREN AND/OR DEPENDENTS’ ATTENDANCE AT ANY OFF-PROPERTY FIELD TRIPS, AND I HEREBY WAIVE THAT RIGHT.

I agree to indemnify and hold harmless Upper Southampton Township against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Upper Southampton Township incurs any of these types of expenses, I agree to reimburse Upper Southampton Township.

I acknowledge that the Upper Southampton Township Parks and Recreation Summer Program, Upper Southampton Township, its departments, employees, agents, and volunteers, are not responsible for negligence, errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Upper Southampton Township, whether that event or activity occurs on the property of Upper Southampton Township or in conjunction with an off-property field trip.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “LIABILITY WAIVER – RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE UPPER SOUTHAMPTON TOWNSHIP 2022 SUMMER CAMP PROGRAM, UPPER SOUTHAMPTON TOWNSHIP PARKS AND RECREATION DEPARTMENT, UPPER SOUTHAMPTON TOWNSHIP, ITS

