

Assumption of the Risk and Waiver of Liability

In consideration for receiving permission to enter upon, use, and enjoy the recreational activity provided by Warrington Township (“Township”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

By participating in the recreational activity, I represent on behalf of myself and my children that we are in good health and are able to participate in the recreational activity.

By signing this agreement, I acknowledge and voluntarily assume the risk that my child(ren) and I may suffer from a personal injury, illness, permanent disability, and death as a result of my/our participation. I understand that the risk of being injured, suffering a permanent disability and/or death may result from my actions, omissions, or negligence and of others, including, but not limited to, Township employees, volunteers, and program participants and their families.

I understand that participation in any activities or programs involves risk of injury. I understand these risks are entirely my responsibility. I expressly assume these risks. In particular, I am aware of the risks and hazards not limited to the risk of communicable illnesses such as MRSA, influenza and COVID-19 and I choose to voluntarily participate, knowing the conditions might become more hazardous and/or dangerous for myself and I voluntarily assume all such risks, losses, damages, or injury that may be sustained by participating in a Township program or using a Township facility.

I agree that Warrington Township shall have the right in its discretion to enforce established rules of conduct and/or terminate my or my child’s participation for failure to maintain these standards, or for actions or conduct detrimental to be incompatible with the welfare, comfort, harmony or interest of the group and its program as a whole.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the recreational opportunity (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Township, its officers, directors, managers, boards, departments, employees, agents, and representatives and their respective heirs, successors and assigns (the “Released Parties”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Township, its employees, agents, and representatives, whether a Claim occurs before, during, or after participation in any recreational activity. I covenant not to sue the Released Parties for or in connection with any of the Claims. I further agree to defend, indemnify and hold harmless the Released Parties from and against any and all Claims.

By execution below, I acknowledge and represent (i) that I have read the foregoing Assumption of the Risk and Waiver of Liability, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound.

Signature of Parent/Guardian/Applicant

Print Name of Parent/Guardian/Applicant

Date

Email Address of Parent/Guardian/Applicant

Phone # of Parent/Guardian/Applicant

Names of Participant/Organization