

ACKNOWLEDGMENT AND WAIVER OF LIABILITY

CAREFULLY READ THIS DOCUMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A BOROUGH OF SAYREVILLE RECREATION PROGRAM OR EVENT. THE WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

Background and Purpose

The Borough of Sayreville (hereinafter referred to as the "Borough") sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social, and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collective referred to hereinafter and in the attached waiver as the "recreation program(s)"). These recreation program(s) are held on Borough property that is accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any adult age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into a Borough Program(s), or seeking to otherwise voluntarily participate in a Borough Program(s) as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this waiver to the Recreation Director or Program Director prior to the commencement of said program.

Access to, and participation in, any Borough Program(s) and/or Borough facilities, property and equipment used in a Borough Program(s) may be denied or revoked at any time for failure to properly complete, sign and return this waiver.

Acknowledgment of Agreement

I/WE, _____ (hereinafter I/WE), acknowledge and represent that I/WE am/are the parent(s)/legal guardian(s) of:

(hereinafter referred to as the "program participant(s)")

By signing this waiver, I/WE acknowledge that:

Attending or participating in any Borough of Sayreville program poses risk of infection and exposure to COVID-19 regardless of the measures taken by the Borough of Sayreville: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect Borough of Sayreville facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of COVID-19. Attending and/or participating in a Borough of Sayreville program may also increase the risk of exposure to COVID-19 to other family members, program participants, and third persons.



By signing this waiver, I/WE do further acknowledge the contagious nature of COVID-19, and that a risk of danger to infection and exposure to COVID-19 exists for all program participants, persons and other participants attending any Borough of Sayreville program at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the program participant(s), and our other family member(s) may be exposed to or infected by COVID-19 by attending or participating in any Borough of Sayreville program; and that such exposure or infection may result in personal injury, illness, personal disability, and death. I/WE understand that the risk of becoming exposed to or infected by COVID-19 at a Borough of Sayreville program may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough of Sayreville's officials, officers, employees, and volunteers; and other participants/attendees of the recreation program and their families.

I/WE, on behalf of ourselves, the program participant(s) and the other dependents of my/our household, I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the program participant(s), my/our other dependent(s), and other members of my/our family, and/or to myself/ourselves for attending or participating in a Borough of Sayreville recreation program, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any Borough of Sayreville program.

I/WE, on behalf of myself/ourselves, the program participant(s), my/our other household members and/or dependents, hereby release, covenant not to sue, discharge, waive and hold harmless the Borough of Sayreville and each of the Borough of Sayreville's officials, officers, employee agents, volunteers and representatives for and from any and all claims, damages, demands, losses, liabilities, actions, costs and expenses of any kind arising out of or in any way relating to the accidental and/or negligent exposure to COVID-19 from attending or participating in any Borough of Sayreville program(s).

I/WE understand and agree that this waiver and release includes any and all claims based on the actions, omissions, or negligence of the Borough of Sayreville, and the Borough of Sayreville's officials, officers, employees, agents, volunteers and representatives, regardless of whether infection from COVID-19 occur before, during, or after participation and/or attendance in any Borough of Sayreville program(s).

This waiver does not supersede, circumvent, or cancel the Borough of Sayreville Program Participation Agreement or Rules and Regulations.

If any part of this waiver is found by a court of competent jurisdiction to be invalid, the remainder of this waiver release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

I/WE, have read and accept the terms and conditions of this, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my child(ren), and our respective heirs, personal representatives, estates and family members.

Signature of Parent(s)/Guardians

Date

Signature of Program Participant(s)

Date