

2024 Waiver

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Town of Newburgh Recreation Department Release, Waiver of Liability and Indemnity Agreement

Please read this form carefully and be aware that by registering for and participating in this trip or program you will be waiving your rights to claim, for death, injuries and property damage you sustain arising out of this trip or program against the Town of Newburgh, the Town of Newburgh Recreation Department and their officers, agents, employees and volunteers (the "Town Parties") and, whether or not you are signing for yourself as a participant or as the parent or guardian of a participating minor, you will also be required to indemnify and hold the Town Parties harmless from such claims, demands, lawsuits, costs and judgments. **For purposes of this Agreement, the term "agents" does not include third parties who provide transportation, food or lodging for the trip or program.**

In consideration of the permission granted to the participant named above to voluntarily participate in the **Town of Newburgh Recreation Department Trip or Program**, I release, waive, discharge and covenant not to sue the Town of Newburgh, the Town of Newburgh Recreation Department, their officers, agents, employees and volunteers (the "Town Parties") from all liability for any and all loss or damage, and any claims or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether or not caused by the negligence of the Town Parties or otherwise, resulting from, arising out of or in any way connected with the named participant's participating in the **Town of Newburgh Recreation Department Trip or Program**. I further agree to indemnify and hold harmless the Town of Newburgh, the Town Parties from any and all liability, loss or damage, including, but not limited to, bodily injury, illness, death or property damage which the Town Parties become legally obligated to pay, including reasonable attorney's fees and cost as a result of claims, demands, lawsuits, costs, or judgments against the Town Parties on account of injury to the person or property or resulting in death of the named participant whether or not caused by the negligence of the Town Parties and whether or not such liability is sole, joint, or several.

It is further understood and agreed that this waiver, release hold harmless and indemnification agreement is to be binding on me, any of my participating family members and all of our heirs, representative and assigns. If the above named participant is a minor, in consideration of the minor being allowed to participate in any way in a Town trip or program, I acknowledge that I have carefully read this document and fully understand that it includes a waiver, release and indemnification for liability, and that by signing it I am waiving, releasing and discharging my own rights and agreeing to protect the Town from liability for risks associated with the participation.

I am aware that participation in this trip or program may present a strain on the participant's body, or its parts; and, therefore, I represent to the Town of Newburgh, the Town of Newburgh Recreation Department that to the best of my knowledge, I or the participant, as the case may be, am in proper physical condition to participate and that I assume the risk of participating. If it is impossible to contact the above named emergency contact and it is an emergency, I hereby give permission for first aid treatment to be rendered and, if necessary, for transportation of the participant to a licensed physician and/or medical facility, and to authorize their medical staff and the attending physician to provide any medical care or treatment this physician deems reasonable and necessary and agree that I will be responsible for payment of any and all medical services rendered.

Provisions Pertaining to Coronavirus/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. The Town of Newburgh (the "Town") has created new protocols and put in place preventative measures to reduce the spread of COVID-19 but the pandemic circumstances require that anyone and everyone related to and coming into contact with participants in the Town's recreation programs assume personal responsibility for the risks of participation. The Town cannot guarantee that you, your family, or friends will not become exposed to or infected with COVID-19, or that if infected, that you will not pass COVID-19 to others. Attending any program hosted or sponsored by the Town may increase the risk of contracting COVID-19 or other communicable diseases, and consequently the risk that the participant, you, your family, your friends and other people may contract COVID-19 (or other communicable diseases).

I hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by attending and participating in a Town program I, any minor participant for whom I am the authorizing parent or guardian, my other family members, friends and others, may be exposed to or infected by COVID-19 (and/or other communicable diseases) , and that such exposure and/or infection may result

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in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 (or other communicable diseases) at, during or related to a Town program may result either from COVID-19 (or another communicable disease) itself and the inability of any action or series of actions to entirely prevent exposure to, transmission of, or infection by COVID-19, or may result from the actions, omissions, or negligence of the Town's elected officials, employees, volunteers, the minor, myself, my family members, or others, including, but not limited to other program participants and their families.

I VOLUNTARILY AGREE to assume all risks related to my or the minor's participation in the Town's program, as the case may be, whether described in this agreement, otherwise known or unknown, and accept sole responsibility for any injury to the minor, myself, family members, friends and others, which injury may include, but not be limited to, personal injury, illness, disability, or death, as well as any damages, losses, claims, liabilities, or expenses of any kind arising from or related in any way to COVID-19 (or any other communicable disease) and my or the minor's participation in a Town program (the "Claims"), and the actions, omissions, or negligence of the Town's elected officials, employees, and volunteers. Further, on my own behalf, and on behalf of my spouse, other adult family members, friends, participants in the program and any of my or their heirs, executors, administrators, personal representatives, successors and assigns, I hereby release, covenant not to sue, forever discharge the Town to the fullest extent permitted by law, and I additionally agree to indemnify, defend and hold harmless the Town and its elected officials, employees, agents, volunteers and representatives, of and from the Claims and any associated demands and causes of action.

Final Provisions:

I acknowledge that I've had the opportunity to consult with an attorney prior to executing this agreement, that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.

I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this agreement and the releases it contains or the circumstances surrounding its execution; in such case, the Town (and its officials, employees, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS RELEASE, WAIVER OR LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

If the participant is a minor, I hereby certify that I am the parent/guardian of this minor and that I have legal responsibility and the right to allow the minor to participate in the trip or program

I have read and fully understand and agree to the above stated conditions of participation in the Town of Newburgh Recreation Department Trip or Program.

I have read and agree to the terms and conditions above.

**First and Last Name
(Required):** _____

Signature (Required): _____