

## Northampton Township Parks and Recreation Program Participation

### Release and Waiver of Liability and Indemnification Agreement

\*\* PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS \*\*

In consideration for being permitted to participate in the one of many programs offered by Northampton Township and the associated activities and programming, I understand and agree on behalf of myself and any minor under my care or supervision:

1. Northampton Township provides program participants with the opportunity to access and use Northampton Township's facilities and participate in activities and programming including but not limited to camp, sports, art, crafts, games, swimming, and other activities in a group setting.

\_\_\_\_\_ Initials

2. Northampton Township has established rules of conduct and safety protocols ("Conditions of Participation") which have been communicated to me in writing. The Condition of Participation is discussed with the participants at the start of the program and reminded of them periodically. I understand that the Conditions of Participation may be revised from time-to-time without any prior notice. I will comply with the Conditions of Participation for the duration of the program I myself or my child is a participant of.

\_\_\_\_\_ Initials

3. In the event of an emergency, I authorize Northampton Township or a third party to secure from any licensed hospital, physician, or medical personnel any treatment deemed necessary for immediate medical care. I agree that I will be solely responsible for payment of any and all medical services rendered.

\_\_\_\_\_ Initials

4. Using any of Northampton Township's facilities or participating in any activities or programming associated with Northampton Township's programs involves certain known and unknown risks, hazards and potential inconveniences to myself and any minor under my care including, but not limited to; extreme weather, prolonged sun exposure, rough surface conditions, slippery surface conditions, hot surface conditions, uneven terrain, insect bites, skin irritants, malfunctioning equipment, transportation, violations of the Conditions of Participation by other individuals, wrongful conduct by other individuals, activities that place stress on the respiratory, nervous, immune, circulatory, skeletal and muscular systems, contact injuries, injuries sustained during water play and in swimming pools, group gatherings and coming into contact with bacteria, viruses and diseases that may spread through air, water, surfaces or exposure to other people **such as COVID-19** (each a "Risk"). Any Risk has the potential to cause or lead to destruction of personal property, physical injury, mental injury, illness, disability, or death. I acknowledge that I am willingly and voluntarily participating in Northampton Township's programs, and desire to use Northampton Township's facilities and participate in the activities and programming associated with Northampton Township's programs with knowledge of the Risks involved and hereby agree to accept and assume any and all such Risks, whether caused by the negligence of Northampton Township or otherwise.

\_\_\_\_\_ Initials

5. I hereby expressly waive and release any and all claims, now known or hereafter known, against Northampton Township and its employees, officers, directors, elected officials, appointed officials, volunteers, agents, subcontractors, successors and assigns, in their professional and individual capacities (collectively, the "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to using Northampton Township's facilities or participating in any activities or programming associated with Northampton Township's programs whether arising out of the negligence of Northampton Township or any Releasees or otherwise. I covenant not to make or bring any such claim against Northampton Township or any other Releasee, and forever release and discharge Northampton Township and all other Releasees from liability under such claims.

\_\_\_\_\_ Initials

6. I shall defend, indemnify, and hold harmless Northampton Township and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, expenses or fees of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement.

\_\_\_\_\_ Initials

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORTHAMPTON TOWNSHIP.**

Program Participant Name *(Please Print)*

\_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Parent/Guardian Name (if Participant is under the age of 18) *(Please Print)*

\_\_\_\_\_

Signature of Participant/Parent/Guardian (if Participant is under the age of 18):

\_\_\_\_\_

Date \_\_\_\_\_ 20\_\_\_\_  
Month Day