

PENN TOWNSHIP COMMISSIONERS

2001 MUNICIPAL COURT
HARRISON CITY, PA. 15636
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WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

_____ (hereinafter "Renter") intends to utilize the facilities at the
(APPLICANT NAME)

PENN TOWNSHIP MUNICIPAL PARK or LEVEL GREEN PARK, PENN TOWNSHIP (hereinafter "Township") for activities which are being conducted by said Renter on the property of the Township and in consideration for utilizing the Township's facilities, Renter agrees as follows:

1. RENTER UNDERSTANDS THAT ENGAGING IN ACTIVITIES ON THE PROPERTY OF THE TOWNSHIP MAY BE DANGEROUS, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity, and further understand that participants could be injured even if this activity is conducted with due care by all concerned.

2. RENTER IS FULLY AWARE OF THE RISKS and hazards inherent in engaging in this activity on Township property, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity. Renter voluntarily elects to engage in this activity, that this activity is such that may cause injury or death to the participants even if the Renter or the Township utilize due care. Renter also acknowledges that the Township is not guarantor of the participant's safety. RENTER, THEREFORE, VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, INJURY, DISABILITY, OR DEATH TO THE PARTICIPANTS ARISING OUT OF THEIR PARTICIPATION IN ANY SUCH ACTIVITY OCCURING ON TOWNSHIP PROPERTY, PARTICULARLY WITH RESPECT TO THE RECENT COVID-19 PANDEMIC AND THE POTENTIAL TRANSMISSION OF SAID VIRUS.

3. Renter agrees that it shall abide by all guidelines promulgated by the Center for Disease Control (CDC), the Pennsylvania Department of Health, and any other state, federal or local rules and regulations related to the usage of the pertinent facility and shall abide by all regulations pertaining to social distancing, hygiene practices, and masking requirements and number of participants. Renter understands that the Township reserves the right to eject Renter and its members and/or participants from the Township's property if Renter fails to abide by these guidelines.

4. It is Renter's intent by this clause to exempt and relieve Township, its Commissioners, officers, members, employees, representatives, and agents, from any and all liability for personal injury, disability, wrongful death, or property damage arising out of Renter or its participants' involvement in this activity, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity.

5. Renter relieves the Township, its Commissioners, officers, members, employees, representatives, or agents, for any loss or damage and any claims or demands therefore on account of injury, disability, property damage, or death to Renter and its participants, where such injury, disability, property damage, or death occurs during, by reason of, or arising out of this activity, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity.

6. Moreover, RENTER INDEMNIFIES, HOLDS HARMLESS, AND PROMISES NOT TO SUE THE TOWNSHIP, its Commissioners, officers, members, employees, representatives, and agents with respect to any and all liabilities or claims for personal injury, disability, or death, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity, arising out of Renter and its' participants participation in this activity, whether caused by Renter's own negligence, the negligence of the participants, the negligence of the released or otherwise.

7. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Name: _____

Signature: _____

Date: _____

Signature: _____
Penn Township Representative