**WAIVER FORM**

 (hereinafter "Private Organization") intends to utilize the facilities of the Crescent Township Parks (hereinafter "Township") for activities which are being conducted by said Private Organization on the property of the Township, and in consideration for utilizing the Township's facilities, Private Organization agrees as follows:

1. PRIVATE ORGANIZATION 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. PRIVATE ORGANIZATION 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. Private Organization voluntarily elects to engage in this activity, that this activity is such that may cause injury or death to the participants even if the Private Organization or the Township utilize due care. Private Organization also acknowledges that the Township is not guarantor of the participant's safety. PRIVATE ORGANIZATION, 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. Private Organization agrees that it shall abide by all guidelines promulgated by the Center for Disease Control (CDC) related to the usage of the pertinent facility and shall abide by all regulations pertaining to social distancing, hygiene practices, and masking requirements. Private Organization understands that the Township reserves the right to eject Private Organization and its members and/or participants from the Township's property if Private Organization fails to abide by these guidelines.
4. It is Private Organization's intent by this clause to exempt and relieve Township, its directors, officers, members, employees, representatives, and agents, from any and all liability for personal injury, disability, wrongful death, or property damage arising out of Private Organization 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. Further, Private Organization HEREBY RELEASES, WAIVES, AND DISCHARGES the Township, its directors, 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 Private Organization 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, PRIVATE ORGANIZATION INDEMNIFIES, HOLDS HARMLESS, AND PROMISES NOT TO SUE THE TOWNSHIP, its directors, 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 Private Organization and its' participants participation in this activity, whether caused by Private Organization's own negligence, the negligence of the participants, the negligence of the released or otherwise.

# 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Relationship to Private Org.: If applicable \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**