

2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY
TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAMS & EVENTS

NOTICE AND INSTRUCTIONS FOR COMPLETING THE TOWNSHIP OF UPPER'S ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM THE ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.

CAREFULLY READ THIS DOCUMENT AND THE ATTACHED ACKNOWLEDGEMENT AND AGREEMENT 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 TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT ("WAIVER").

THE ATTACHED 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.

I. Background and Purpose

The TOWNSHIP OF UPPER and the TOWNSHIP OF UPPER DEPARTMENT OF PUBLIC WORKS SPORTS & RECREATIONAL PROGRAMS (hereinafter jointly and separately referred to in the attached WAIVER as the "TOWNSHIP OF UPPER") 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 events, programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter and in the attached WAIVER as the "SPORTS & RECREATION PROGRAM(S) OR EVENT(S)"). These SPORTS & RECREATION PROGRAM(S) OR EVENT(S) are held on TOWNSHIP OF UPPER property and other public and semi-public places that are 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 participate or enroll themselves, their child(ren) or any other dependent(s) family members into a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT, or seeking to otherwise voluntarily participate in a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and **RETURN THIS WAIVER TO Larry Cole Upper Township Sports and Recreation Leader (609) 628-2011 ext. 248 lc@uppertownship.com** by no later than _____, or the enrollment deadline set for the specific SPORTS & RECREATION PROGRAM OR EVENT in which participation/access is sought.

Enrollment and participation in any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM(S) OR EVENT(S) and permission to access any TOWNSHIP OF UPPER facilities/property and equipment to participate in or use at a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT is expressly conditional on properly completing, signing, and returning this WAIVER in a timely manner.

Access to and participation in any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM(S) OR EVENT(S) and/or TOWNSHIP OF UPPER facilities, property and equipment used in a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT may be denied or revoked at any time for failure to properly complete, sign and return this WAIVER.

II. Acknowledgment of Agreement

ACKNOWLEDGEMENT AND AGREEMENT 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 TOWNSHIP OF UPPER RECREATION PROGRAM OR EVENT

I/WE, _____ on behalf of myself/ourselves and the following minor children, acknowledge and represent that I/WE am/are the parent(s)/legal guardian(s) of:

_____ (hereinafter collectively referred to as the "PROGRAM PARTICIPANT(S)"), and by signing this WAIVER acknowledge and agree that PROGRAM PARTICIPANT(S) has been provided with, read and fully understands: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C")(collectively the "PANDEMIC ILLNESSES").

PROGRAM PARTICIPANT(S) further acknowledges, understands and agrees that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.
4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the TOWNSHIP OF UPPER.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.

6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. TOWNSHIP OF UPPER and the TOWNSHIP OF UPPER DEPARTMENT OF PUBLIC WORKS SPORTS & RECREATIONAL PROGRAMS (“TOWNSHIP OF UPPER”) 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 events, programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (“SPORTS & RECREATION PROGRAM(S) OR EVENT(S)”) which are essential to the social, physical, educational and character development and the mental and physical health of the public.
10. Attending or participating in any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by the TOWNSHIP OF UPPER: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect TOWNSHIP OF UPPER 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 these PANDEMIC ILLNESSES.
11. Attending and/or participating in a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, and third persons.

By signing this WAIVER, PROGRAM PARTICIPANT(S) does further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all PROGRAM PARTICIPANTS, persons and other participants attending any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT at this time. PROGRAM PARTICIPANT(S) acknowledges and agrees to voluntarily assume all risks that the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. PROGRAM PARTICIPANT(S) understands that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT may result from the actions, omissions or negligence of myself and others, including, but not limited to the TOWNSHIP OF UPPER’S officials, officers, employees, and volunteers; and other participants/attendees of the SPORTS & RECREATION PROGRAM OR EVENT and their families.

I/WE, on behalf of myself/ourselves, the PROGRAM PARTICIPANT(S) my/our other household members and/or dependents, 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), the other members of my/our family, and/or to myself/ourselves for attending or participating in a TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM OR EVENT.

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 TOWNSHIP OF UPPER, THE DEPARTMENT OF PUBLIC WORKS SPORTS & RECREATIONAL PROGRAMS, AND EACH OF THE TOWNSHIP OF UPPER’S OFFICIALS, OFFICERS, EMPLOYEES 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 THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY TOWNSHIP OF UPPER SPORTS & RECREATION PROGRAM(S) OR EVENT(S).

PROGRAM PARTICIPANT(S) UNDERSTANDS AND AGREES THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE TOWNSHIP OF UPPER, THE TOWNSHIP OF UPPER DEPARTMENT OF PUBLIC WORKS SPORTS & RECREATIONAL PROGRAMS AND THE TOWNSHIP OF UPPER’S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY TOWNSHIP OF UPPER RECREATION PROGRAM(S) OR EVENT(S).

By signing this agreement, PROGRAM PARTICIPANT(S) further acknowledge that I/WE have read and discussed with the PROGRAM PARTICIPANT(S) the provisions of this WAIVER and the dangers and risks associated with attending and/or participating in any of the TOWNSHIP OF UPPER’S SPORTS & RECREATION PROGRAM(S) OR EVENT(S); the PROGRAM PARTICIPANT(S) fully understand(s) and appreciate(s) these dangers and risks; and the PROGRAM PARTICIPANT(S) voluntarily wishes to enroll in, participate and otherwise attend the TOWNSHIP OF UPPER’S SPORTS & RECREATION PROGRAM OR EVENT.

This WAIVER does not supersede, circumvent, or cancel the TOWNSHIP OF UPPER’S Main Participation Agreement, Facility Use 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