



2021 ACKNOWLEDGMENT AND WAIVER OF LIABILITY

NOTICE AND INSTRUCTIONS FOR COMPLETING THE BOROUGH OF EMERSON RECREATION COMMISSION'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 BOROUGH OF EMERSON RECREATION COMMISSION 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 BOROUGH OF EMERSON and the BOROUGH OF EMERSON Recreation Commission (hereinafter jointly and separately referred to in the attached WAIVER as the "BOROUGH OF EMERSON") 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 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 "RECREATION COMMISSION PROGRAM(S)"). These RECREATION COMMISSION PROGRAM(S) are held on the BOROUGH OF EMERSON'S 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 enroll themselves, their child(ren) or any other dependent(s) family members into a BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM, or seeking to otherwise voluntarily participate in a BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this WAIVER TO [INSERT NAME/CONTACT INFO FOR PROGRAM REPRESENTATIVE ACCEPTING ENROLLMENT FORMS] by no later than _____ **2021** or the enrollment deadline set for the specific RECREATION COMMISSION PROGRAM in which participation/access is sought.

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

Access to and participation in any BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM(S) and/or BOROUGH OF EMERSON facilities, property and equipment used in a RECREATION COMMISSION PROGRAM 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 BOROUGH OF EMERSON RECREATION PROGRAM OR EVENT

I/WE, _____ (hereinafter "I/WE), acknowledge and represent that I/WE am/are the parent(s)/legal guardian(s) of:

(hereinafter referred to as the "PROGRAM PARTICIPANT(S)")

By signing this WAIVER and initialing each page, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (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"); and the BOROUGH OF EMERSON RECREATION COMMISSION'S "COVID-19 Operational Plan" for 2020.

I/WE further acknowledge, understand and agree 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 BOROUGH OF EMERSON.
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. There may be, however, other means of these PANDEMIC ILLNESSES spreading that are unknow to science.
7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. The CDC and the NJDOH maintain, at this time, 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. BOROUGH OF EMERSON and the BOROUGH OF EMERSON RECREATION COMMISSION (“BOROUGH OF EMERSON”) 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 programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (“RECREATION PROGRAM(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 BOROUGH OF EMERSON RECREATION COMMISSION 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 BOROUGH OF EMERSON: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect BOROUGH OF EMERSON 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 BOROUGH OF EMERSON DEPARTMENT OF RECREATION 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, I/WE do 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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, 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 BOROUGH OF EMERSON RECREATION COMMISSION; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to the BOROUGH OF EMERSON officials, officers, employees, and volunteers; and other participants/attendees of the RECREATION COMMISSION and their families.

I/WE, on behalf of ourselves, the PROGRAM PARTICIPANT(S) and the other dependents of my/our household, 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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM, 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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM.

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 BOROUGH OF EMERSON, RECREATION COMMISSION, AND EACH OF BOROUGH OF EMERSON 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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH OF EMERSON, RECREATION COMMISSION PROGRAM AND THE BOROUGH OF EMERSON'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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM(S).

By signing this agreement, I/WE 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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM(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 BOROUGH OF EMERSON RECREATION COMMISSION PROGRAM.

This WAIVER does not supersede, circumvent, or cancel BOROUGH OF EMERSON Recreation Commission's Main Participation 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