

# Adult Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Moon Parks and Recreation Programs, now or at any time in the future.**

## Acknowledgment of Risk

I hereby acknowledge and agree that participation in Moon Parks and Recreation activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Moon Parks and Recreation participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Moon Parks and Recreation participation and that said list in no way limits the operation of this Agreement.

## Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

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**Participating in [insert organization] programs or accessing [insert organization] facilities could increase the risk of contracting COVID-19.** [Insert organization] in no way warrants that COVID-19 infection will not occur through participation in [insert organization] programs of accessing [insert organization] facilities.

## Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in Moon Parks and Recreation Programs, I, \_\_\_\_\_, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** Moon Parks and Recreation, its owners, officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Moon Parks and Recreation on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Moon Parks and Recreation facilities/equipment or participation in Moon Parks and Recreation programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation in Moon Parks and Recreation Programs, I, the undersigned participant, on behalf of my heirs, assigns, representatives, family members, estates, and next of kin agree to **INDEMNIFY AND HOLD HARMLESS** Moon Township Releasees

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from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my Moon Parks and Recreation participation.

I willingly assume any risks associated with my presence and participation and accept that there are also risks that may arise due to other participants, which I also willingly assume.

I agree that I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from (insert program's) staff as conditions for my presence and participation in any activities of any nature at (insert program). I further consent to (insert program's) staff taking my temperature, and I acknowledge that I may be denied access to or forced to vacate (insert program) if I evidence any symptoms of sickness or illness, including, without limitation, symptoms of exposure to bacteria, fungus, viruses, unknown contagious diseases, or COVID-19.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in Moon Parks and Recreation program participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in Moon Parks and Recreation programs and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Moon Parks and Recreation programs.

The invalidity or unenforceability of any provision of this Waiver shall not affect the validity or enforceability of any other provision of this Waiver, which shall remain in full force and effect. By signing this document, I acknowledge that I am voluntarily giving up important legal rights and that if anyone is hurt or property is damaged during my presence or participation in any activities, I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages on my own behalf against the Releasees for any claim from which I may have released them in this Waiver.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_

Participant Signature

\_\_\_\_\_

Participant Name (Print Clearly)