



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 its 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 participation in Moon Parks and Recreation activities, 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 participation in Moon Parks and Recreation programs and activities and that said list in no way limits the operation of this Agreement/Waiver.

COVID-19 Warning & Disclaimer

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. Participating in Moon Parks and Recreation programs or accessing Moon Parks and Recreation facilities could increase the risk of contracting COVID-19.** Moon Parks and Recreation in no way warrants that COVID-19 infection will not occur through participation in Moon Parks and Recreation programs or accessing Moon Parks and Recreation facilities.

Photography/Video

I hereby grant permission to Moon Parks and Recreation to use my image and/or likeness in any photographs or videos in any of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Moon Parks and Recreation and will not be returned. I hereby irrevocably authorize Moon Parks and Recreation to edit, alter, copy, exhibit, publish or distribute any photo or video of myself for purposes of publicizing the Moon Parks and Recreation programs or for any other lawful purpose. In addition, I hereby waive the right to inspect or approve the finished product, including written or electronic copy, wherein my image and/or likeness appears. Additionally, I hereby waive any right to royalties or other compensation arising or related to the use of the photograph or video.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in Moon Parks and Recreation programs, I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, AGREE TO HEREBY RELEASE Moon Parks and Recreation, its appointed officials, directors, members, employees, agents, successors, grantees, assigns, representatives and insurers, as well as the Township of Moon, its elected and appointed officials, employees, agents, successors, grantees, assigns, representatives and insurers (hereby altogether the "Releasees") from all suits, causes of action, claims, charges, losses, 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 the Releasees 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 the Releasees 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 participation in Moon Parks and Recreation programs and activities. 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 Moon Parks and Recreation's staff and that my presence and participation in any activities and/or programs of any nature of Moon Parks and Recreation is conditional upon such compliance. I further consent to Moon Parks and Recreation's staff taking my temperature, and I acknowledge that I may be denied access to or be forced to vacate Moon Parks and Recreation programs 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 participation in Moon Parks and Recreation programs 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, that I sustain while participating in Moon Parks and Recreation programs and that by signing this agreement I HEREBY RELEASE the 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 and Release, which shall continue in full force and effect.

By signing this Waiver, I acknowledge that I am voluntarily giving up legal rights and that if anyone is hurt or property damaged during my presence or participation in any Moon Parks and Recreation programs, I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages against the Releasees for any claim from which I have released them in this Waiver.

I further certify that I am of lawful age (18 years old or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this Waiver and Release are legally binding and I hereby certify that I am signing this agreement, after having carefully read it, of my own free will.

_____	_____	_____	_____	_____
Age	Date of Birth	Name (Print Clearly)	Signature	Today's Date