

**PARTICIPANT RELEASE AND WAIVER OF LIABILITY**

Name of Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Participant (Minor): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant (Minor): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant (Minor): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

This Release and Waiver of Liability (the "Release") by the Participant), in favor of Borough of Haledon, a New Jersey Municipal corporation, their elected officials, directors, officers, employees, and agents (collectively "Borough").

The Participant desires to engage in the activities occurring within property under the ownership and control of the Borough, including but not limited to the Roe Street Recreational Center (the "Activities").

**The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:**

**1. Release and Waiver,** Participant does hereby release and forever discharge and hold harmless Borough and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Activities. Participant understands that this Release discharges Borough from any liability or claim that the Participant may have against Borough with respect to any bodily injury, personal injury, illness, death or property damage that may result from Activities whether caused by the negligence of Borough or its officers, directors, employees, or agents or otherwise or any party. Participant also understands that Borough does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

**2. Medical Treatment.** Participant does hereby release and forever discharge Borough from any claim whatever which arise or may hereafter arise on account of any first aid treatments or service

rendered in connection with the Activities or with the decision by any representative or agent of Borough to exercise the power to conduct medical treatment on Participant.

**3. Assumption of the Risk.** Participant hereby assumes all of the risks of participating in all activities sponsored by the Borough or visiting Borough facilities, including but not limited to risks that are both known and unknown, human and environmental, even if such risks arise from Participant's own negligence or the negligence of the Borough or the negligence of others. Participant agrees to abide by the Borough's safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by Borough personnel during recreational activities and programming.

**4. Insurance.** The Participant understands that except as otherwise agreed to by Borough in writing, Borough does not carry or maintain health medical or disability instance coverage for any Participant.

**5. Photographic Release.** Participant does hereby grant and convey unto Borough all rights, title and interest in any and all photographic images and video or audio recordings made by Borough during the Activities with Borough, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Permission to enter contact information into database:** Participant understands that he/she will be included in the Borough's database and may receive communications from Borough including E-newsletters, special event notices, and other Borough related information. Participant may choose to opt out at any time.

**7. Parent or Guardian Agreement.** I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the Borough from all liability on my and the Participant's behalf, (b) waiving my and the Participants' right to sue, (c) and assuming all risks of Participant's participation in Activities or any events incidental to them. I allow the Participant to participate in Activities. I understand that I am responsible for the obligations and acts of the Participant as described in this agreement, and represent that I have the right and authority to make decisions concerning the care, custody and control of each minor, including but not limited to the right and authority to execute this agreement on the minor's behalf. By signing this agreement, I am binding the minor to its terms, including but not limited to the ASSUMPTION OF RISK and WAIVER OF LIABILITY provisions. I agree to be bound by the terms of this document. I understand that it is not the Borough's duty or responsibility to continually supervise and prevent injury for any minors in my custody or care.

**8. Other.** Participant expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdictions the invalidity of such clause or provision shall not otherwise direct the remaining provisions of this release which shall continue to be enforceable.

**9. Drug Policy.** Borough maintains a **DRUG FREE AREA**. No person is allowed on the property if they are under the influence of alcohol and/or drugs.

By signing below, the Participant and, if applicable, the parent/guardian has read, understood and executed this Release.

**Participant:**

**Name (print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_