

WAIVER AND RELEASE

THIS WAIVER & RELEASE (the “Waiver”) is provided on the date indicated below and is agreed to and signed in consideration of being permitted to participate in any program, activity, event, or any other similar occurrence (the “Activity”) directly or indirectly organized, authorized, or provided by the Borough of McSherrystown (the “Borough”) or taking place on or in any Borough property, grounds, or facilities. By signing below, the Participant acknowledges, understands, and agrees to be bound by the following:

1. Participation in Activity may result in Participant’s exposure to and/or illness and infection from diseases, including, but not limited to, MRSA, influenza, and COVID-19, and these diseases, illnesses, infections, and viruses can carry the risk of serious illness or death.
2. Participant knowingly and freely assumes all such risks, both known and unknown, whether or not said risks are associated with the illnesses and diseases listed above, or from other infectious diseases, infections, illnesses, and viruses not contemplated herein. Participant assumes full responsibility for participation in the Activity.
3. Participant hereby agrees to release and hold harmless the Borough, its successors and assigns, its agents, officers, elected officials, employees, and their heirs and assigns (the “Releasees”) from any and all liability arising from or related to the Activity and Participant’s participation therein, including negligence. Participant further releases and holds harmless the Borough and Releasees from any and all damages arising from injuries, illness, disability, death, loss or damage to person or property, resulting directly or indirectly from participation in the Activity.
4. Participant shall comply with the guidelines issued by the Centers for Disease Control and Prevention and the Pennsylvania Department of Health regarding the prevention of the spread of infectious diseases, including COVID-19, to the extent practicable while participating in the Activity.
5. Participant assumes the responsibility to terminate participation in the Activity if Participant notices, observes, or becomes aware of any unusual or significant hazard that arises during the course of the Activity.
6. **Minor Participants.** Any Participant who is under the age of 18 (the “Minor Participant”) shall have a parent/guardian/person with legal responsibility for the Minor Participant (the “Responsible Party”) sign this Waiver on the Minor Participant’s behalf, and all the terms and conditions of this Waiver shall apply to the Minor Participant. The Responsible Party has read, understood, and agreed to the terms of this Waiver and has explained to the Minor Participant the potential risks associated with participation in the Activity. The Minor Participant and Responsible Party understand the rules and guidelines contemplated by this Waiver. The Responsible Party, for itself, its spouse/partner, and the Minor Participant

freely consents and agrees to be bound by the Waiver and to release and hold harmless the Borough and Releasees for any and all liabilities as provided in this Waiver that may arise from Minor Participant's participation in the Activity.

Initials of Responsible Party: _____

Date: _____

Participant Name

Participant Signature or
Parent/Guardian Signature for
Minor Participant

Name of Parent/Guardian for
Minor Participant