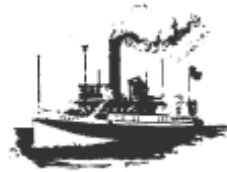


BOROUGH OF FAIR HAVEN

748 River Road



New Jersey 07704

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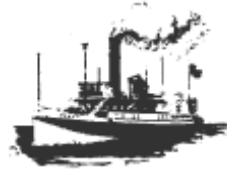
7. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
8. BOROUGH OF FAIR HAVEN and the BOROUGH OF FAIR HAVEN DEPARTMENT OF RECREATION (“BOROUGH OF FAIR HAVEN”) 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.
9. Attending or participating in any BOROUGH OF FAIR HAVEN RECREATION PROGRAM 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 FAIR HAVEN: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect BOROUGH OF FAIR HAVEN 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.
10. Attending and/or participating in a BOROUGH OF FAIR HAVEN RECREATION PROGRAM 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 FAIR HAVEN RECREATION 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 FAIR HAVEN RECREATION PROGRAM; 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 FAIR HAVEN RECREATION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to the BOROUGH OF FAIR HAVEN’S officials, officers, employees, and volunteers; and other participants/attendees of the RECREATION PROGRAM 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 FAIR HAVEN RECREATION PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims,

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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 FAIR HAVEN RECREATION 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 THE BOROUGH OF FAIR HAVEN, THE BOROUGH OF FAIR HAVEN DEPARTMENT OF RECREATION, AND EACH OF THE BOROUGH OF FAIR HAVEN'S 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 FAIR HAVEN RECREATION 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 FAIR HAVEN, THE BOROUGH OF FAIR HAVEN DEPARTMENT OF RECREATION AND THE BOROUGH OF FAIR HAVEN'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 FAIR HAVEN RECREATION 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 FAIR HAVEN'S RECREATION 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 FAIR HAVEN'S RECREATION PROGRAM.

This WAIVER does not supersede, circumvent, or cancel BOROUGH OF FAIR HAVEN Recreation Department'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 respective heirs, personal representatives, and estate.

Event/Program:

Date:

Location:

Date: _____ Signature: _____