



## PROGRAM PARTICIPANT LIABILITY AND WAIVER RELEASE

I acknowledge that I voluntarily have applied, for myself and/or any additional family members or minors in my care, to participate in [NAME OF EVENT] (the “Event”) offered by the West Shore Recreation Commission (“WSRC”) on [DATE].

I understand and acknowledge that my participation in the Event is wholly voluntary. I am fully aware that there are risks and hazards connected with participation in the Event. These risks include, but are not limited to, those associated with communicable disease such as the novel coronavirus, COVID-19, which is extremely contagious and is believed to spread through person-person contact. These risks include the contraction or further transmission of COVID-19, contraction of which may include severe illness, injury and death. I understand that WSRC is not responsible for my safety and cannot be eliminated despite all measures undertaken by the municipality. I hereby elect to voluntarily participate in this Event, and voluntarily assume full responsibility for any risks of loss, personal injury, including death, that may be sustained by me (my son, daughter) as a result of participating in this Event.

By signing this release of liability and participating in this Event, and in consideration for being permitted to participate in the Event, I do hereby, for myself, my heirs, executors, administrators and assigns, and/or for any additional family members and minors in my care for whom I am submitting a registration, fully and forever release, indemnify, and discharge WSRC and their officers, officials, departments, and other representatives and their heirs, administrators, successors and assigns, from any and all manner of action, cause of action, suits, debts, accounts, controversies, damages, claims and demands whatsoever, which I or my legal representative, and/or any minors in my care may have or acquire against WSRC, and their officers, agents and other representatives, by reason of any loss resulting from personal injury or damage to personal property belonging to me and/or any minors in my care which may occur during or by reason of my, and/or any additional family members’ or minors’ in my care, participation in the Event, whether the same be known or unknown, anticipated or unanticipated. I fully and forever release and discharge WSRC, its employees, staff, volunteers, vendors, consultants and agents from any and all negligent acts and omissions in the same.

I agree, for myself and/or for any additional family members or minors in my care, to comply with all [WSRC] rules and regulations, including any rules and regulations that pertain to COVID-19, and/or any additional family members or minors in my care, have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, may result in termination of the privilege to participate in the Event. I further understand that I shall refrain from participation if I or anyone with whom I have had direct recent contact exhibits symptoms of COVID-19, as set out by the U.S. Centers for Disease Control. The obligation to do so includes notice to the municipality prior to and within 14 days following the Event. In the event of such a termination for cause, I understand that I will not be entitled to be reimbursed for any registration, activity or program fees.

I agree that this Waiver and Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and that Cumberland or York County, Pennsylvania, shall be the forum for any disputes or lawsuits filed under or incident to this document and/or the Event.



I agree and understand that the WSRC and the owners and providers of premises upon which West Shore Recreation activities are held, and the owner and providers of facilities, equipment, etc., used for WSRC activities assume no responsibility for accident or injury sustained while participating in a WSRC activity. I also understand that I am responsible for providing my own medical coverage and take responsibility for participating only in those activities which my own personal health status allows.

I further agree to allow WSRC to use my likeness in its publications for promotional purposes. WSRC may use its discretion in using the photograph and I agree not to take any legal action against WSRC for its use of the photograph. I also understand that no compensation is available for its use.

With the intent to be legally bound, I acknowledge and represent that I have read this Waiver and Release, that I understand same, and that I voluntarily sign below in order to evidence my agreement with the terms set forth herein, with full knowledge of the educational benefits and possible risks associated with my participation in the Event.

**I have read and understood this Waiver and Release of Liability Agreement. I have voluntarily signed this release.**

Participant Name:

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Participant Signature:

Date Signed:

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**If the person executing the foregoing release is a minor, the following section must be completed.**

I represent that I am a parent or legal guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound by it.

Signature of Parent or Legal Guardian:

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