

NEW HOLLAND COMMUNITY MEMORIAL POOL COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while using the New Holland Pool. I agree to comply with all Borough policies and rules, including but not limited to all guidelines, signage and instructions. Because the New Holland Pool is open for use by other individuals, I recognize that I am at risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Council members, officers, agents, servants, independent contractors, affiliates, employees, successors (collectively the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the New Holland Pool, or otherwise while participating in any activity while in, on, or around the New Holland Pool or while using any New Holland facility.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the New Holland Pool facilities.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the New Holland Pool to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by same.

Printed Name

Date

Signature