

2023 ACKNOWLEDGMENT AND WAIVER OF LIABILITY

NOTICE AND INSTRUCTIONS FOR COMPLETING THE SUSSEX BOROUGH COMMUNITY AND CULTURAL EVENTS ADVISORY COMMITTEE’S ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE TO EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.

CAREFULLY READ THIS DOCUMENT AND THE ATTACHED ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE TO EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A SUSSEX BOROUGH RECREATION PROGRAM OR EVENT (“WAIVER”).

THE ATTACHED WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

I. Background and Purpose

The BOROUGH OF SUSSEX and the Sussex Borough Community and Cultural Events Advisory Committee (hereinafter jointly and separately referred to in the attached WAIVER as the “BOROUGH OF SUSSEX”) sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social, community and educational programs and activities, including but not limited to competitive and non-competitive sports and sporting events, organized leagues, day camps, games, social events, instructional/training programs and camps (collectively referred to hereinafter and in the attached WAIVER as the “RECREATION PROGRAM(S)”). These RECREATION PROGRAM(S) are held on BOROUGH OF SUSSEX property and other public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any adult age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into a SUSSEX BOROUGH RECREATION PROGRAM, or seeking to otherwise voluntarily participate in a SUSSEX BOROUGH RECREATION PROGRAM as a coach, counselor, instructor, referee, official, vendor, or volunteer, is required to sign and return this WAIVER to the BOROUGH OF SUSSEX. Enrollment and participation in any SUSSEX BOROUGH RECREATION PROGRAM(S) and permission to access any BOROUGH OF SUSSEX facilities/property and equipment to participate in or use at a RECREATION PROGRAM is expressly conditioned on signing and returning this WAIVER in a timely manner. **Access to and participation in any SUSSEX BOROUGH RECREATION PROGRAM(S) and/or BOROUGH OF SUSSEX facilities, property and equipment used in a RECREATION PROGRAM may be denied or revoked at any time for failure to sign and return this WAIVER.**

II. Acknowledgment of Agreement

ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A BOROUGH OF SUSSEX RECREATION PROGRAM OR EVENT

By signing this WAIVER, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control’s (“CDC”) and the New Jersey Committee of Health’s (“NJDOH”) information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children (“MIS-C”)(collectively the “PANDEMIC ILLNESSES”).

I/WE further acknowledge, understand and agree that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.

4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the SUSSEX BOROUGH.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.
6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. 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.
9. BOROUGH OF SUSSEX and the SUSSEX BOROUGH COMMUNITY AND CULTURAL EVENTS ADVISORY COMMITTEE 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, social events, 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.
10. Attending or participating in any SUSSEX BOROUGH 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 SUSSEX BOROUGH: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect BOROUGH OF SUSSEX 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.
11. Attending and/or participating in a SUSSEX BOROUGH 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 SUSSEX BOROUGH 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 SUSSEX BOROUGH 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 SUSSEX BOROUGH RECREATION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to the BOROUGH OF SUSSEX'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 SUSSEX BOROUGH RECREATION PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, 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 SUSSEX BOROUGH 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 SUSSEX, THE SUSSEX BOROUGH COMMUNITY AND CULTURAL EVENTS ADVISORY COMMITTEE, AND EACH OF THE BOROUGH OF SUSSEX'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 SUSSEX BOROUGH 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 SUSSEX, THE SUSSEX BOROUGH COMMUNITY AND CULTURAL EVENTS ADVISORY COMMITTEE AND THE BOROUGH OF SUSSEX'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 SUSSEX BOROUGH 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 SUSSEX'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/or otherwise attend the BOROUGH OF SUSSEX'S RECREATION PROGRAM.

This WAIVER does not supersede, circumvent, or cancel Sussex Borough Community and Cultural Events Advisory Committee'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.

If Participant is less than 18 years of age:

Signature of Parent(s)/Guardians Date

If Participant is 18 years of age or older:

Signature of Participant(s) Date