

Borough of Fort Lee
309 Main Street
Fort Lee, NJ. 07024

2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY
FOR INDIVIDUALS AND FAMILIES

NOTICE AND INSTRUCTIONS FOR COMPLETING THE BOROUGH OF FORT LEE'S ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND FOR WAIVING AND RELEASING ALL CLAIMS OF PERSONAL INJURIES AND PROPERTY DAMAGES DUE TO THE ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.

CAREFULLY READ THIS ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVER AND RELEASE ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE TO AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A BOROUGH OF FORT LEE PROGRAM OR EVENT (“WAIVER”).

THIS 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 Fort Lee and the Borough of Fort Lee’s Departments (hereinafter jointly and separately referred to in this waiver as the “Borough of Fort Lee”) 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, instructional/training programs and camps, and any other Borough of Fort Lee backed activities (collectively referred to hereinafter and in this waiver as the “The Program(s)”). These program(s) are held on the Borough of Fort Lee 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 involve themselves, their child(ren) or any other dependent(s) family members into a Borough of Fort Lee “Program” is required to complete, sign and return this waiver to **Borough of Fort Lee Recreation Department** by no later than the enrollment deadline set for the specific Program or Activity in which participation/access is sought.

- a. **COACH, COUNSELOR, INSTRUCTOR, REFEREE, AND/OR VOLUNTEER:** Any adult age 18 or older seeking to voluntarily participate in a Borough of Fort Lee Program as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this waiver to the **Fort Lee Recreation Department** by no later than or the enrollment deadline set for the specific program /activity in which participation/access is sought.

Enrollment and participation in any Borough of Fort Lee Program(s) and permission to access any Borough of Fort Lee facilities/property and equipment to participate in or use at a said "Program" is expressly conditional on properly completing, signing, and returning this waiver in a timely manner.

Access to and participation in any Borough of Fort Lee Program(s) and/or Borough of Fort Lee facilities, property and equipment used in a said Program may be denied or revoked at any time for failure to properly complete, 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 TO AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A BOROUGH OF FORT LEE "PROGRAM"

I/WE, [redacted] (hereinafter "I/WE), acknowledge and represent that I/WE, in our individual capacity, and/or as the parent(s)/legal guardian(s) of:

(Print names of all participants)

[redacted]
[redacted]
[redacted]
[redacted]

(hereinafter referred to as the "Program Participant(s)")

By signing this waiver and initialing each page, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) and the New Jersey Department of Health's ("NJDOH") (<https://covid19.nj.gov/>) 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. These Pandemic Illnesses are new. 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 Borough of Fort Lee.
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 Fort Lee 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, camps, and any other Borough of Fort Lee backed activities 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 Borough of Fort Lee programs, activities and/or events 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 Fort Lee: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect Borough of Fort Lee 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 Borough of Fort Lee program, activity or event 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 Fort Lee program, activity or event 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 Fort Lee "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 Fort Lee Program may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough of Fort Lee's officials, officers, employees, professionals, representatives, and volunteers; and other participants/attendees of the 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 Fort Lee "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 Borough of Fort Lee 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 FORT LEE, THE BOROUGH OF FORT LEE DEPARTMENTS, AND EACH OF THE BOROUGH OF FORT LEE'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, PROFESSIONALS, 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 FORT LEE PROGRAM(S) AND/OR ANY BOROUGH OF FORT LEE BACKED ACTIVITIES.

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 FORT LEE, THE BOROUGH OF FORT LEE DEPARTMENTS AND THE BOROUGH OF FORT LEE'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 FORT LEE PROGRAM(S) AND/OR ANY BOROUGH OF FORT LEE BACKED ACTIVITIES.

I/WE UNDERSTAND AND AGREE THAT THE LAW OF THE **STATE OF NEW JERSEY** SHALL APPLY TO THIS WAIVER.

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 Fort Lee's 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 Fort Lee's Program.

This waiver does not supersede, circumvent, or cancel Borough of Fort Lee'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 child(ren), and our respective heirs, personal representatives, estates and family members.

Signature of Parent(s)/Guardians

Date

Signature of Program Participant(s) (18 yrs. or older)

Date

