

**Northampton Township Parks and Recreation
Northampton Swim Club**

Release and Waiver of Liability and Indemnification Agreement

**** PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS ****

In consideration for being permitted to use Northampton Swim Club located at 299 Newtown Richboro Rd, Richboro PA, 18954 and offered by Northampton Township (“Swim Club”), I understand and agree on behalf of myself and any minor under my care or supervision:

1. Northampton Township provides community members and guests with the opportunity to access and use the Swim Club, including but not limited to its swimming pools, lounging areas, picnic areas, changing/bathroom facilities, and recreational equipment in a group setting (“Pool Facility”).

_____ Initials

2. Northampton Township has established rules of conduct and safety protocols (“Pool Rules”) which are prominently displayed in the Swim Club lobby. I will comply with the Pool Rules at all times while at or using the Pool Facilities.

_____ Initials

3. In the event of an emergency, I authorize Northampton Township or a third party to secure from any licensed hospital, physician, or medical personnel any treatment deemed necessary for immediate medical care. I agree that I will be solely responsible for payment of any and all medical services rendered.

_____ Initials

4. I acknowledge that entering the Pool Facility, using the Pool Facility, or participating in any activities or programming at the Pool Facility involves certain known and unknown risks, hazards and potential inconveniences to myself and third parties including, but not limited to; extreme weather, prolonged sun exposure, rough surface conditions, slippery surface conditions, hot surface conditions, uneven terrain, insect bites, skin irritants, malfunctioning equipment, transportation, negligence of myself or others, violations of the Pool Rules by other individuals, wrongful conduct by other individuals, activities that place stress on the respiratory, nervous, immune, circulatory, skeletal and muscular systems, contact injuries, injuries sustained during water play and in swimming pools, group gatherings and coming into contact with bacteria, viruses and diseases that may spread through air, water, surfaces or exposure to other people **such as COVID-19** (each a “Risk”). Any Risk has the potential to cause or lead to destruction of personal property, physical injury, mental injury, illness, disability, or death. Furthermore, Swim Club employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible and may be unaware of an individual’s health or abilities or give incomplete warnings or instructions. I acknowledge that I am willingly and voluntarily entering and/or using the Pool Facility, using the Pool Facility in its as-is condition with knowledge of the Risks involved and hereby agree to accept and assume any and all such Risks, whether caused by the negligence of Northampton Township or otherwise. I acknowledge and

agree that I am not relying upon any representation or statement by the Swim Club's employees, agents, volunteers, or representatives regarding this Agreement or the Pool Facility, except to the extent such representations are expressly set forth in this Agreement.

_____ Initials

5. I hereby expressly waive and release any and all claims, known or unknown, against Northampton Township and its employees, officers, directors, elected officials, appointed officials, volunteers, agents, subcontractors, successors and assigns, in their professional and individual capacities (collectively, the "Releasees"), on account of injury, illness, disability, death, property damage, stolen property, or any other loss arising out of or attributable to using Northampton Township's facilities or participating in any activities or programming associated with the Swim Club or Pool Facility whether arising out of the negligence, act or omission of Northampton Township or any Releasees or otherwise. I covenant not to make or bring any such claim against Northampton Township or any other Releasee, and forever release and discharge Northampton Township and all other Releasees from liability under such claims.

_____ Initials

6. I shall defend, indemnify, and hold harmless Northampton Township and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, expenses or fees of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement on behalf of myself and my spouse, children, parents, heirs, assigns, personal representative and estate.

_____ Initials

7. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. I agree that any action arising out of this Agreement will be brought solely in a court of competent jurisdiction located in Bucks County, Pennsylvania and hereby submit to the exclusive jurisdiction and venue of any such court. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

_____ Initials

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORTHAMPTON TOWNSHIP.

Participant Name *(Please Print)*

Email Address _____ **Phone Number** _____

Parent/Guardian Name (if Participant is under the age of 18) *(Please Print)*

Signature of Participant/Parent/Guardian (if Participant is under the age of 18):

Date _____