

Activity/Program/Enrollment Waiver

**WAIVER:** The undersigned for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration for being allowed voluntary participation or enrollment in said forgoing program, with such program or event to be provided by, at or through the Borough of Rutherford, agrees with Rutherford's terms and conditions as follows: 1. Waiver: I, , have volunteered to participate in the activity identified above. I am over eighteen (18) years of age (or if under 18, have asked my parent or guardian to sign this document in addition to my own signature) and am eligible and medically and physically capable and qualified to participate in the above-named activity/program. I will work/participate at the direction of the Borough of Rutherford, its agents, and employees, and follow all applicable rules, regulations, and laws, but I am not an employee of the Borough of Rutherford nor am I an independent contractor, and am not qualified for coverage under the Borough of Rutherford's workers' compensation. Should I desire insurance protection I will provide my own insurance and hereby advise the Borough of Rutherford that I engage in this volunteer activity totally accepting my own risk of participation. Should I require a need for medical attention, I give permission for the Borough of Rutherford to contact an emergency transport to take me to a doctor/medical facility. Further -- I recognize that I am not required to participate in this Activity. However, I choose to do so of my own free will recognizing the inherent risk involved in my participation in the Activity, including but not limited to:

1. Transportation associated with this Activity;
2. Risks associated with the location of the designated activity;
3. Using the apparatus, equipment, or personal protective equipment required of the activity;
4. Injury which could be potentially serious, and / or could lead to death, if I am not physically qualified and myself or others engaged in this activity do not follow safety precautions required of the activity;
5. Participation by me with others in this activity is inherently dangerous as I have to rely on my conduct as well of that of other individuals to stay safe, and,
6. My conduct in this activity may make me liable for damages and injury to others if I am negligent.

**Hold Harmless:** By signing below I voluntarily assume all risks of loss, property damage, or personal injury, including death, that I may sustain or cause as a result of participating in this Activity, whether caused by my negligence or that of the Borough of Rutherford's or its officers, agents or employees, in The Rutherford Exceptional Individual Activity/ Program, and agree not to make any claim of any kind against the Borough of Rutherford, its officers, agents or employees of the Borough of Rutherford for any such loss, property damage, or personal injury. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the Borough of Rutherford, its officers, agents and employees and/or the Borough of Rutherford from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in such Activity, whether due to my negligence or theirs. I hereby bind other members of my family, my heirs and assigns to this Waiver of Liability and Hold Harmless Agreement.

**Acknowledgement:** I have read this document before signing it; I have had an opportunity to consider its meaning, and I understand the document and sign it as my own free act and deed. I am at least 18 years of age and fully competent, or if under the age of 18, my parent and/or legal guardian signs on my behalf intending to be as fully bound as though I were of age and able to sign for myself. I also sign with the understanding and agreement with the Borough of Rutherford that the Borough of Rutherford or the individual or group conducting this Activity/Program will do so in a professional manner and use reasonable care as to my safety that would ordinarily be expected for an Activity/Program such as this.

Participant: Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Signature: (Guardian or Parent if Participant under 18 years of age)

Print Name \_\_\_\_\_ Relationship to participant: \_\_\_\_\_

Signature \_\_\_\_\_