

Informed Consent and Liability Waiver and Release for Participation in Playground Program

I, _____ [name of parent or legal guardian], agree and consent to the following, on behalf of my minor child(ren):

Child's Name

Child's Name

Child's Name

Child's Name

I am voluntarily participating in the playground program at The Borough of Myerstown. I recognize physical injury may occur and I am fully aware of the risks and hazards involved in participating in this activity. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Myerstown Borough, its agents, servants, or employees, or other children, guests or invitees, and assume full responsibility for participation in this activity.

I understand that it is my responsibility to consult with a physician prior to and regarding the above-named minor child(ren)'s participation in the above-mentioned activity. I represent and warrant that the above-named minor child(ren) has no medical condition that would prevent his or her participation in the activity, and that I have not been advised by a qualified medical professional that he or she should not or cannot participate in such an activity.

I knowingly, voluntarily and expressly release, waive, and discharge any and all claims that I or my heirs, assigns, personal representatives, and next of kin may have now or in the future against Myerstown Borough, its officers, directors, employees, representatives, agents, affiliates, successors and assigns for any liability, expenses, loss or damages to person or property, injury, death or disability that may be sustained as a result of or in connection with participating in the activity due to any cause whatsoever, including negligence on the part of Myerstown Borough, its agents, servants, or employees, or other children, guests or invitees. I hereby agree not to sue or make claims against Myerstown Borough, its officers, directors, employees, representatives, agents, affiliates, successors and assigns, and give up all my rights to do so.



MYERSTOWN

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I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby indemnify, defend and hold harmless Myerstown Borough, its officers, directors, employees, representatives, agents, affiliates, successors and assigns, with respect to any and all liability, injury, disability, death, or loss or damage to person or property, or expense or fees (including reasonable attorney's fees) associated with my participation in the above-mentioned activity, whether caused by their negligence or otherwise, to the fullest extent permitted by law.

This Agreement and any disputes arising out of or related to participation in the playground program shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for any dispute arising out of or related to my participation in the playground program shall be in the Court of Common Pleas of Lebanon County.

If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Release shall remain in full force and effect.

I have read the above waiver and release of liability and fully understand its contents. On behalf of myself and the minor child(ren) named above, I voluntarily agree to the terms and conditions stated above.

Parent/Legal Guardian Signature

Date

Print Name