

CHESTER RECREATION – OPEN GYM REGISTRATION

PARTICIPANT(S) NAME _____

ADDRESS _____

PHONE _____ E-MAIL _____

FAMILY OPEN GYM is open to all Chester Residents. All youth must be accompanied by an adult and have a signed waiver on file from parent/legal guardian. One form is acceptable for all family members.

In consideration of the permission granted to the participant(s) named above to participate in the following program: **OPEN GYM – Registration Period 01/01/2022 – 12/31/2022**

Consent and Release of Photo Video Audio

For and in consideration of my attendance at and participation in activities sponsored by or related to Chester Recreation Program, I hereby consent to and give Chester Recreation, its legal representatives, successors, and assigns, or those from whom it is acting, and all persons and corporations acting with its permission or authority, including the director or producer, photographer and videographer or filmmaker the absolute right and permission to take, copyright, use, and publish and or broadcast any video film, footage, audio recordings, soundtrack recordings, photographs, digital images or photo reproductions of me, and my narrative account of my experience with Chester Recreation activity or activities known as Materials. I may or may not be identified in such Materials; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services. I further understand that I will not have any editorial control over the final product and my portion of the Materials, and hereby agree to waive all rights to use of the Materials. I understand and waive my right to royalties or other compensation arising out of or related to the use of the Materials. I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives and assigns.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have in many locations, prohibited the congregation of groups of people. The Town of Chester, Recreation Department, has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Town of Chester, Recreation Department, cannot guarantee that you will not become infected with COVID-19. Further, attending any program may increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by attending or participating in the Town of Chester, Recreation Department, or affiliate's program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I acknowledge that attending or participating in the Town of Chester, Recreation Department, or affiliate programming will increase the risk that I may be exposed to COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the Town of Chester, Recreation Department or affiliate's program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town of Chester, Recreation Department, employees, affiliate employees, volunteers and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my

attendance at the Town of Chester, Recreation Department, or affiliate program. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Town of Chester, Recreation Department, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19 (aka the Coronavirus). I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town of Chester, Recreation Department, its employees, agents, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in or attendance at any Town of Chester, Recreation Department, program or affiliate’s programming. I also agree to promptly inform the Town of Chester, Recreation Department, in the event that I test positive for COVID-19, and further agree that I will cease to participate in and attend the Town of Chester, Recreation Department, program or affiliate program until a medical professional has indicated that a return to the program is medically appropriate. I also agree that my participation in the program may be conditioned on such medical screening as is put in place by the program.

Release of Waiver of Liability and Indemnification Agreement

For and in consideration of the permission granted to the participant named above to participate in the following program, I SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Town of Chester, Recreation Department, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant except in the case of gross or willful wanton negligence of the Town of Chester, Recreation Department, its agents and employee or otherwise while the named participant participates in the above named program. I further agree to indemnify the Town of Chester, Recreation Department, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the Town of Chester, Recreation Department, their agents and employees become legally obligated to pay including reasonable attorneys’ fees and costs, as a result of claims, demands, costs or judgments, against the Town of Chester, Recreation Department, their agents and employees on account of injury to the person or property or resulting in the death of named participant except in the case of gross or willful wanton negligence of the Town of Chester, Recreation Department, their agents, employees and whether or not such liability is sole, joint or several. I further agree to give permission to said Town of Chester, Recreation Department, their agents and employees to gain access to my property to engage in outdoor physical-distancing activities to said participant. I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THE TERMS OF THE ABOVE CONSENTS, RELEASES AND WAIVERS

Name of Participant (Please Print)	Signature of Participant (18 years of older)	Date
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Name of Parent/Legal Guardian (Please Print)	Signature of Parent/Legal Guardian (Individually and in the capacity as Parent/Legal Guardian if participant is under 18 years of age)	Date
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Please list any Authorized Person(s) if not Parent/Legal Guardian to oversee minor during FAMILY OPEN GYM:

TOWN OF CHESTER - RECREATION DEPARTMENT