

**BOROUGH OF HAMBURG (Guest) – COVID-19  
WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, the undersigned individual, on behalf of myself, and/or in my capacity as the parent/guardian of the participating minor(s) identified below, for the entrance and use of the Borough of Hamburg (“Borough”) swimming pool for the 2020 Season (collectively, the “Event”), hereby stipulate that I am 18 years of age or older and am being asked to sign this document, in advance, in recognition of the risk that harm, injury and/or economic loss might occur to me, my minor participant(s) or to others by me/us, through my/our fault or otherwise, that may or may not be readily foreseeable, during my/our participation in the Event due to the health threat posed by the novel coronavirus (now known as “COVID-19”) pandemic.

INTENDING TO BE LEGALLY BOUND HEREBY and in consideration for the ability to participate in the Event, I hereby, on behalf of myself, my heirs and personal representatives and anyone else claiming under me or on my behalf, understand and assume the health and associated risks inherent in participation in the Event including, but not limited to, serious bodily injury, permanent disability, paralysis, death and/or financial or other economic loss from COVID-19. Furthermore, I hereby, on behalf of myself, my heirs and personal representatives and anyone else claiming under me or on my behalf, completely, irrevocably and unconditionally waive, discharge, forever release, indemnify, defend, covenant not to sue, save and hold harmless the Borough, and its elected officials, appointed officials, employees, officers and agents, from any and all claims, liabilities, damages, losses, expenses, suits, discrimination or other charges, demands, debts, liens, damages, costs and expenses (including reasonable attorneys’ fees and expenses, court costs, and costs of appeals), prejudgment or other interest, grievances, injuries, actions or rights/causes of action of any nature whatsoever now or in the future arising in any way out of or in connection with my participation in the Event including, but not limited to, exposure, contraction or infection of COVID-19.

I certify that, to the best of my knowledge, I have had no exposure to or infection of COVID-19 that is required to be disclosed to the Borough under CDC Guidelines and/or other applicable law. I will notify a Borough employee immediately should I or my participating minor(s) experience any COVID-19 symptoms or suspect exposure to COVID-19 during participation in the Event.

I fully acknowledge and understand that I do not have any right to participate in the Event and I am being permitted to participate in consideration of my execution of this document. If it were not for my agreement to execute this document, I acknowledge that I would not be permitted to participate in the Event. I further acknowledge and agree that I understand all of the terms and conditions of this document and that I have been afforded an opportunity to have this document reviewed by legal counsel of my own choosing prior to signing.

**BY VOLUNTARILY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.**

---

\*Signature of Adult Individual Participant and/or Parent/Guardian

---

\*Print Name of Adult Individual Participant and/or Parent/Guardian

---

(Print Name(s) of All Minor Participant(s) Above if Applicable)

---

\*Date