SPRING 2021 *Please use this form for all activities.*

[ ] [ ]

FAMILY LAST NAME (Child name if different than parent) HOME PHONE WORK PHONE

❍ Mr. ❍ Mrs. ❍ Ms. ADDRESS ZIP CODE

FIRST NAME	AGE	ACTIVITY	LOCATION	DAY	TIME	FEE

ATTENTION: Please list any medication(s) your child is currently taking or needs to be administered during our programs. Please list any health or behavior related conditions for which your child is being treated.

NAME	MEDICATIONS/CONDITION

Please make checks payable to: Millcreek Township Supervisors / Please sign waiver
Please mail registration and signed waiver to: MILLCREEK RECREATION AND PARKS DEPARTMENT, MILLCREEK MUNICIPAL BUILDING, 3608 WEST 26TH ST., ERIE, PA 16506

*All checks returned to us after deposit will be assessed a non-sufficient funds (NSF) fee.

MILLCREEK TOWNSHIP ACKNOWLEDGMENT — ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

This is a legally binding document. It waives and releases certain legal rights. Please read it carefully before signing it.
I or my minor child wish to participate in programs offered by Millcreek Township and Millcreek Township's Recreation and Parks Department(hereafter "Released Parties"). Released Parties also includes the Millcreek Township School District when programs are held on the District's property and/or in its facilities. Released Parties also include the officers, directors, managers, officials, trustees, agents, employees, or other representatives of each entity. On behalf of myself and my minor child listed below, I give permission to attend and participate in the program for which application is attached.

1. I represent that I understand the nature of the program, for which application is attached, and that I or my minor child are qualified, in good health and in proper physical condition to participate in such program. I acknowledge and agree that if I believe any condition of the program is unsafe, that I or my minor child will immediately discontinue participation in the program.

2. I understand and acknowledge that my or my minor child's participation in the program for which application is attached exposes me or my minor child to risk of personal injury, including but not limited to serious personal injury and/or death, and loss or damage to personal property. I understand that the dangers and risks of practicing or participating in the program for which the application is attached may not only result in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life. I accept, on my behalf and/or on behalf of my minor child, all the risks of participating in or observing such programs, even if they are created by the carelessness or negligence of a Released Party or anyone else. The risks to which I or my minor child may be exposed include, but are not limited to accidental injury from any equipment used in the activity. I EXPRESSLY AND VOLUNTARILY ASSUME ON BEHALF OF MYSELF AND/OR MY MINOR CHILD ALL RISK OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE that may result from my participation or my minor child's participation in all such programs operated by the Released Parties.

3. COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious resulting in symptoms that may be mild to symptoms that may result in death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing, frequent hand-washing and masking where possible. The Released Parties have put in place preventative measures aimed at reducing the spread of COVID-19; however, they cannot guarantee that you or your child will not become infected with COVID-19 while participating in any program. Further, attending programs operated by the Released Parties may increase your risk and your child's risk of contracting COVID-19.
ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I or on behalf of my minor child hereby choose to accept the risk of contracting COVID-19 for myself and/or my minor child in order to utilize programing offered by the Released Parties. These programs are of such value to me and/or to my child, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order for me and/or my minor child to participate in programming operated by the Released Parties.
WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to participating in programming operated by the Released Parties. I understand that this waiver means I give up my right and my minor child's right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my minor child may have to seek damages, whether known or unknown, foreseen or unforeseen.
COMPLIANCE WITH SAFETY GUIDELINES. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19. I or my minor child will comply with all such orders, directives, and guidelines while participating in the program, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I or my minor child will also follow all instructions of the Released Parties and/or while participating in the program. I or my minor child agree not to attend the program if I or my minor child is experiencing symptoms of the COVID-19 (such as cough, shortness of breath, fever or any other symptom identified by the Centers for Disease Control, have a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19.

4. In consideration for the opportunity for me or my minor child to participate in the programs operated by the Released Parties, I and my heirs, executors, administrators, successors, assigns and personal representatives, hereby RELEASE AND DISCHARGE the Recreation and Parks Department of Millcreek Township, Millcreek Township and the Millcreek Supervisors, and their officers, directors, employees, agents, independent contractors, volunteers and affiliates (also included within the definition of "Released Parties") from any and all liability, known or unknown, past, present, or future, for personal injury, death, property damage, medical expenses, or other losses CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY of the Released Parties, and I hereby RELEASE AND WAIVE such claims on behalf of myself and/or on behalf of my minor children.

5. I also agree NOT TO SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES now or at any time in the future, or allow anyone to do so on my behalf or on behalf of my minor child, for personal injury, death, or property damage sustained as a result of my or my minor child's participation. I will indemnify and hold harmless the Released Parties from all claims, judgments and costs, including attorneys' fees, incurred in connection with any such claim or claims.

6. I fully understand and agree that the Released Parties, at their sole discretion, may terminate my or my minor child's involvement as a participant at any time and for any reason.

7. I verify that no warranties or representations have been made to me concerning the activities both stated and not stated in this Agreement. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as permitted by the laws of the Commonwealth of Pennsylvania. If any portion of this Agreement is held to be invalid, I agree that the rest of it shall continue in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS ACKNOWLEDGMENT, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT. I HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION BY MILLCREEK TOWNSHIP, THE RECREATION AND PARKS DEPARTMENT, AND KNOWINGLY AND WILLINGLY ASSUME ALL RISKS. I INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT.

Signature of PARTICIPANT Print Name Date / /

Signature WITNESS Print Witness Name Date / /

IF STUDENT/PARTICIPANT IS UNDER 18 YEARS OF AGE:
As parent/guardian of (Please Print Child's Name) _____

Intending to be legally bound, I on behalf of the minor-participant, hereby agree to all terms and provisions stated on the above portion of this form.

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date / /