

**VILLAGE OF RIDGEFIELD PARK**

**COVID-19 WAIVER AND RELEASE OF LIABILITY  
FOR THE USE OF THE  
JOHN B. DAVIS MUNICIPAL SWIMMING POOL**

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NAME OF PARTICIPANT

In consideration of being allowed to participate in any way in the use of the Village of Ridgefield Park John B. Davis Municipal Swimming Pool (the “pool”), related events and activities, the undersigned acknowledges and agrees to the following:

1. I have reviewed and will adhere to the NJ Department of Health COVID-19 outdoor pool standards, a copy of which has been provided, Governor Murphy’s Executive Orders including but not limited to Executive Order #149, and the Centers for Disease Control and Prevention (CDC) guidelines in all respects while using the Village Pool; and
2. I am aware of the risks of injury and illness (e.g., communicable diseases such as MRSA, influenza and COVID-19) from the use of the Village’s pool are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
3. I knowingly and freely assume all such risks, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS**, and assume full responsibility for my participation; and
4. I hereby agree to comply with all of the Village’s rules and regulations for attendance at the pool and participation in all related activities; if, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
5. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, THE VILLAGE OF RIDGEFIELD PARK, ITS ELECTED AND APPOINTED OFFICIALS, COMMISSIONERS, OFFICERS, AGENTS AND/OR EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

**I have read this COVID-19 Waiver and Release of Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

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

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

Date Signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward, and our respective heirs, assigns, personal representatives and next of kin: do consent and agree to his/her release provided above for all the Releasees; and do further release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, even if arising from their negligence, to the fullest extent permitted by law.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_