

BOROUGH OF CONSHOHOCKEN

Department of Recreation Services

<u>MAYOR</u> Yaniv Aronson

BOROUGH COUNCIL Colleen Leonard, President Tina Sokolowski, Vice-President Anita Barton, Member Stacy Ellam, Member Kathleen Kingsley, Member Adrian Serna, Member Karen Tutino, Member

Stephanie Cecco Borough Manager

COVID-19/Coronavirus Warning, Disclaimer, and Indemnification

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 through personto-person contact. By renting this facility, User acknowledges that it is solely responsible for following, and ensuring that its attendees follow, all recommended guidance for controlling the spread of COVID-19. User acknowledges that the Borough does not sanitize its outdoor facilities between uses, and that the Borough's outdoor facilities are used by the public at large when not rented for specific events. User hereby indemnifies, releases, covenants not to sue, discharges, and holds harmless Conshohocken Borough, its employees, agents, officials, and representatives, of and from any claim, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to use of the facilities. User understands and agrees that this release includes any claims based on the actions, omissions, or negligence of Conshohocken Borough, its employees, agents, officials and representatives, whether a COVID-19 infection occurs before, during, or after use of the facilities. User further acknowledges that this indemnification and release extends to third parties that suffer illness, damage, loss, claims, liability, or expense of any kind as a result of use of the facilities, and agrees to indemnify, defend, and hold the Borough harmless from any claims brought by such third parties. User acknowledges that the Borough may, at its discretion, choose to engage legal counsel for purposes of defending any suit encompassed by this waiver and indemnification, and agrees to fund any and all reasonable expenses incurred in defending such suit.

On behalf of the identified User, I acknowledge the foregoing disclaimer and agree, on behalf of User, to indemnify the Borough as set forth hereinabove:

User Name:

Authorized Signatory:

Name:

Position:

Date: