

**THIS IS A WAIVER & RELEASE AGREEMENT**

**Borough of Mercersburg**

**BACKGROUND**

The Borough of Mercersburg is sponsoring a summer playground program, where children ages five through fourteen will participate in a variety of activities including exercise, arts and crafts, story time, games, special guests, and other programs. The program will run June 14<sup>th</sup> through July 28<sup>th</sup> (July 4<sup>th</sup> week off) on Tuesdays and Thursdays from 9:00 AM until 12:00 noon. Activities will be held at the Lions Club Park where lunch will also be served at 11:30 AM.

All individuals who wish to participate in the Summer Playground Program must first sign this Waiver and Release Agreement. In the event a participant is under the age of eighteen (18) years, a parent or legal guardian shall sign this Waiver and Release on behalf of said participant and the terms of this Waiver and Release shall be binding on said participant and parent or legal guardian. If a parent or legal guardian signs this Waiver and Release, that individual, by signing this Waiver and Release, acknowledges and confirms that they have read and understand the terms of this Waiver and Release and was authorized to sign on behalf of the participant as such parent or legal guardian.

Nothing herein is intended to waive or otherwise affect any immunities, privileges, defenses and/or limits of liabilities available to the Borough pursuant to applicable laws including but not limited to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* as may be amended from time to time.

**GENERAL WAIVER**

As a participant or as the parent/guardian of a participant in the Summer Playground Program, I acknowledge and confirm that the Borough does not warrant the condition of the Summer Playground Program locations or any other property associated, directly or indirectly, with the Summer Playground Program. I further recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages, or loss which the participant or the participant's property may sustain as a result of participating in any and all activities connected with or associated with the Summer Playground Program.

As a participant or as the parent/guardian of a participant in the Summer Playground Program, I do hereby fully release, waive and discharge the Borough and its officers, agents, servants, and employees from any and all claims, demands, or causes of action that may arise, directly or indirectly, from injuries, including death, damage, or loss to person or property which I or the participant may have or which may accrue to me or the participant on account of my, or the participant's, participation in the Summer Playground Program.

As a participant or as the parent/guardian of a participant in the Summer Playground Program, I further agree to indemnify and hold harmless and defend the Borough and its officers, agents, servants, and employees from any and all claims, demands or causes of action that may arise from injuries, including death, damages, and losses to person or property sustained by the participant and arising out of, connected with, or in any way associated with the activities of the Summer Playground Program.

**By signing below, I acknowledge and confirm that I have read and understand the terms of this Waiver and Release and that I agree to abide by the terms of this Waiver and Release.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**If signed by parent or guardian:**

\_\_\_\_\_  
Name of Minor Child

\_\_\_\_\_  
Relationship to Minor Child