

Release and Waiver of Liability

In consideration of the opportunity for me and/or my child(ren), _____, to participate in the Coleman School Pool Party taking place at the Glen Rock Municipal Pool on June 21, 2017 (the "Activity"), I hereby release, waive, discharge and covenant not to sue the COLEMAN SCHOOL HOME SCHOOL ASSOCIATION (the "HSA") and its directors, officers, executive board members, members, agents and representatives (together with the HSA, "Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that me and/or my child(ren) may sustain resulting from participation in or in any way connected with participation in the Activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract or otherwise.

I UNDERSTAND THAT PARTICIPATION IN THE ACTIVITY MAY INVOLVE AN INHERENT RISK OF PERSONAL INJURY, AND I HEREBY ELECT TO HAVE MYSELF AND/OR MY CHILD(REN) VOLUNTARILY PARTICIPATE IN THE ACTIVITY, KNOWING THAT THE ACTIVITY MAY BE HAZARDOUS TO ME AND/OR MY CHILD(REN). I UNDERSTAND THAT THE HSA DOES NOT REQUIRE ME AND/OR MY CHILD(REN) TO PARTICIPATE IN THE ACTIVITY. I ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT ME AND/OR MY CHILD(REN) MAY SUSTAIN AS A RESULT OF BEING ENGAGED IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING AS A RESULT OF NEGLIGENT RESCUE OPERATIONS. I hereby acknowledge that I know of no medical reason why I and/or my child(ren) should not participate in the Activity.

I acknowledge and agree that I and/or my designee must attend the Activity with my child(ren) and that I and/or my designee shall be solely responsible for supervising my child(ren) at all times during the Activity. I further acknowledge that alcohol is prohibited from the grounds of the Glen Rock Municipal pool and that the consumption of alcohol is prohibited during the Activity. In the event of an emergency, the HSA may secure from any hospital, physician or other medical personnel any treatment deemed necessary by such hospital, physician or other medical personnel for my and/or my child(ren)'s immediate care. I agree that I will be responsible for payment of and all medical services rendered.

It is my express intent that this Release and Waiver of Liability ("Release") bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees. I further covenant and agree that this Release shall be construed in accordance with the laws of the State of New Jersey. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I am the parent or legal guardian of the minor(s) named above, and I have the legal right to consent to, and by signing below, I hereby do consent to the terms and conditions of this Release.

ADULT PARTICIPANT SIGNATURE

Signature: _____

Print Name: _____

Date: _____, 2017

ADULT PARTICIPANT SIGNATURE

Signature: _____

Print Name: _____

Date: _____, 2017

PARENTAL/LEGAL GUARDIAN SIGNATURE: (The undersigned parent or guardian hereby represents, warrants and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the minor participant(s), and that by executing this Release, the undersigned is binding himself/herself and any other parent or guardian):

Signature: _____

Print Name: _____

Date: _____, 2017