



Teatown Lake Reservation Outdoor Private Event and Public Program Waiver/Release & Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING TEATOWN LAKE RESERVATION (“TEATOWN”) FROM ALL LIABILITY.

This form should be signed and returned to Teatown Lake Reservation no later than two days before the program. Email a scanned copy to info@teatown.org.

I, _____ (person’s name), and the responsible party for
_____ (child’s name) attending

_____ event (Event) or Teatown program and activities (“Programs”)

being held **outdoors** at Teatown Lake Reservation (“Teatown”) on _____ 2021
agree as follows:

Assumption of Risk: I acknowledge and agree that any use of Teatown’s facilities, services, equipment and premises (“Facilities”) and any participation in an Event or Programs by myself and my group (collectively “my Group”) comes with inherent risks including (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease, including that associated with COVID-19. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in an event or Programs on behalf of my Group even if arising from the negligence of Teatown, its officers, directors, agents, employees, volunteers, insurers, representatives or others (“the Releasees”) and assume full responsibility for the participation of my Group. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Coronavirus/COVID-19/Infectious Disease Warning & Disclaimer: Teatown has developed policies and procedures for operations based on state and CDC guidelines. However, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend temperature checks, social distancing, staying outdoors and wearing a mask as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Use of the Facilities could increase the risk of contracting COVID-19. Teatown in no way warrants that COVID-19 infection will not occur through participation in an event, its Programs or accessing the Facilities. Participation in an Event, Teatown’s Programs and use of its Facilities also includes possible exposure to and illness from other infectious diseases including but not limited to MRSA, and influenza.

Release, Waiver, Covenant Not to Sue and Indemnification: In consideration of my Group’s use of the Facilities and participation in any Event or Programs, I agree on behalf of my Group to **release, waive and covenant not to sue** Releasees for any loss or damage including personal injury, property damage, disability, death, sickness, disease incurred by any in my Group, however occurring, including, but not limited to, the negligence of Releasees. I understand that I will be solely responsible for any such loss or damage sustained from the use of Facilities and participation in any event or Programs.

In further consideration of the Group's use of Facilities and participation in any Event or Programs, I agree on behalf of my Group to **indemnify and hold harmless** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever including attorney fees and including claims of negligence, arising out of or in any way related to my Group's use of Facilities and participation in an Event or Programs.

I further agree, in my legal capacity as the parent/guardian of my Child, on behalf of my Child, myself, and any and all legal successors and proxies, to **release, waive and covenant not to sue** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in any Event or Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

I agree to follow the following procedures established by Teatown. Please initial below:

_____ I understand that Teatown may need to close on short notice due to government order, illness, or other emergency.

_____ I will alert Teatown if anyone in my household has potential symptoms of COVID-19, such as fever, shortness of breath or persistent dry cough, in the 72 hours prior to the start of the event or Program.

_____ I will alert Teatown if my Group has been in contact with anyone diagnosed with COVID-19 in the past two weeks.

_____ I will alert Teatown if anyone in my Party's household is diagnosed with COVID-19 prior to or within two weeks after the event or Program.

_____ I will alert Teatown if, in the two weeks before the event or Program, anyone in my Party traveled to or has come from somewhere requiring quarantine and whether that person or persons did indeed so quarantine.

_____ I agree that all participants will have their temperatures checked by a Teatown representative upon arrival and if the person's temperature is 100 degrees F or greater the participant will be unable to participate.

_____ I agree that my Group will each bring and correctly wear a mask at all times during the Event or Program and maintain a social distance of at least six feet between participants.

_____ I have been fully vaccinated against COVID-19. Guests who have received the COVID-19 vaccine must still adhere to the NY State public health policies related to COVID-19, in addition to Teatown's health and safety policies (face coverings, social distancing, etc.)

Refund Policy: If Teatown cancels the event, all fees paid by the Party will be refunded or the event rescheduled to a mutually agreeable date and time.

Responsible Party Signature

Date

Responsible Party Name (Print Clearly)