

RELEASE AND INDEMNIFICATION

USE OF TOWNSHIP PARK/RECREATION FACILITIES

In consideration of the permission granted by West Bradford Township (“Township”) to the undersigned and the Sponsoring Organization, at their request, to use the Township’s parks and recreation facilities (collectively the “Park”) and intending to be legally bound hereby, the undersigned, the Sponsoring Organization, and their guests and members (collectively the “Releasing/ Indemnifying Parties”) agree to be bound by the terms of this Release and Indemnification and I/we represent to West Bradford Township (“Township”) as follows:

1. That the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of _____ (referred to herein as the “Sponsoring Organization”) and _____ (Formal Team/League or Family/Company Name); and
2. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the “Indemnitees”) of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively “Claims”) for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage and those related to communicable diseases including COVID-19 (collectively “Damages”), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Indemnitees; this Release also includes, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Indemnitees; and
4. That the Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Indemnitees from and against any and all Claims and Damages, and any other losses, liabilities, costs, and expenses (including reasonable attorneys’ fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Indemnitees may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and
5. That, in every instance where the undersigned, the Sponsoring Organization, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action whatsoever exists, or has been asserted, or is threatened, which would or could constitute a Claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate

jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately by the Releasing/Indemnifying Parties to the Indemnites upon the Township's written demand for such payment.

By execution of this document, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsoring Organization, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsoring Organization identified hereinabove this _____ day of _____, 20____.

_____ (Sponsoring Organization)

_____ (Formal Team/League or
Family/Company Name)

By: _____

Authorized Officer/Title (Person with authority to bind organization to Release)

PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WEST BRADFORD TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR ORGANIZATION WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR ORGANIZATION AND THE MEMBERS AND GUESTS OF YOUR ORGANIZATION ARE RELIEVING WEST BRADFORD TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR ORGANIZATION ARE AGREEING TO HOLD WEST BRADFORD TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WEST BRADFORD TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WEST BRADFORD TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.