

# **RELEASE AND WAIVER OF LIABILITY**

***Please Read Carefully***

***This is a legal document that affects your legal rights!***

**THIS RELEASE AND WAIVER OF LIABILITY** (“Release”) executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“Participant”) in favor of Mount Wolf Borough (the “Borough”).

**WHEREAS**, the Participant desires to utilize the baseball field on Borough property, located at \_\_\_\_\_ (the “Property”) to engage in baseball practices and games held by the Central York County Baseball League;

**WHEREAS**, the Borough agrees to allow the Participant to utilize the Property, subject to the execution by Participant of this Release and Waiver of Liability;

**WHEREAS**, the Central York County Baseball League has taken precautions to limit the spread of the COVID-19 virus; however, despite precautions, the spread of the COVID-19 virus remains a significant risk to the health and safety of the Participant; and

**WHEREAS**, the Participant agrees to assume the risks, both known and unknown, of using the Property owned by the Borough.

**NOW, THEREFORE**, intending to be legally bound, the Participant hereby freely, voluntarily, and without duress, executes this Release under the following terms:

1. **Waiver And Release.** Participant hereby releases and forever discharges and holds harmless Borough and its council, members, managers, successors, heirs, agents, employees, and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may hereafter arise from Participant’s use of the Property.

Participant and Borough understand and acknowledge that this Release discharges Borough from any liability or claim that the Participant may have against Borough with respect to any bodily injury, personal injury, illness, or death, including any illness or death resulting from the COVID-19 virus, that may result from Participant’s use of the Property, whether caused by the negligence of Borough, or its members, managers, agents, employees or assigns, or otherwise.

2. **Assumption of the Risk.** Participant and Borough understand that the use of the Property may be hazardous to the Participant due to the COVID-19 virus. In connection thereto, Participant hereby expressly and specifically assumes the risk of injury, harm, illness or death in the use of the Property and release Borough from all liability for injury, harm, illness, or death resulting from the use of the Property, including illness or death arising from the COVID-19 virus. Participant expressly understands and acknowledges that Borough has no obligation, responsibility or liability for any claims or damages resulting from the use of the Property.

3. **Term.** This Release And Waiver shall remain in effect until it is revoked in writing.