

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
for Tilden Woods Recreation Association

1. For the consideration of being able to utilize the facilities of Tilden Woods Recreation Association (TWRA), including but not limited to, the pool, playground equipment and volleyball area, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, TWRA and the Board of Directors, its officers, agents, staff, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness due to pandemic, or injury, including death, that may be sustained by me, or to any property belonging to me. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the use of any facilities of TWRA, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in any activity utilizing the facilities of TWRA. I am fully aware of the risks and hazards connected with the activity, COVID-19, but not limited to the risks noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property own by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OR RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.
5. I UNDERSTAND THAT TWRA WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.
6. I agree and understand that at any time, for any reason or for no reasons whatsoever and TWRA may terminate permission to utilize its facilities.
7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read, understand and agree to the foregoing Waiver of Liability and Hold Harmless Agreement, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement, have been made.

Participant Signature

Name Printed

Date

Parent/Guardian Signature if a minor

Name Printed

Date