BOROUGH OF PAULSBORO
Administration Building
1211 Delaware Street, Paulsboro, New Jersey  08066
Telephone:  (856) 423-1500
Fax: (856) 423-9117
Website: www.paulsboronj.org

2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY

NOTICE AND INSTRUCTIONS FOR COMPLETING THE BOROUGH OF PAULSBORO’S ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM THE ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.

CAREFULLY READ THIS DOCUMENT AND THE ATTACHED ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A BOROUGH OF PAULSBORO FACILITY, PROGRAM OR EVENT (“WAIVER”).

THE ATTACHED WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

I. Background and Purpose

The Borough of Paulsboro offers the public the option to utilize Fort Billings Park, a Borough of Paulsboro property and other public and semi-public places accessible to large numbers of people on a daily basis. (The total number permitted shall be by State Executive Order and by the Borough’s discretion.)

Due to the ongoing COVID-19 pandemic, and until further notice, any individuals age 18 or older who wish to utilize Fort Billings Park must complete, sign and return this Acknowledgment Form to Kathy A. VanScoy, Borough Clerk, by no later than 14 days prior to the Fort Billings Park event. Fort Billings Park use is expressly conditional upon
properly and timely timely submittal of a completed Acknowledgment/Waiver Form, application, fee and insurance requirements.

ACKNOWLEDGMENT:

ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT FORT BILLINGS PARK IN THE BOROUGH OF PAULSBORO

I/WE acknowledge that I/WE have been provided with, read and fully understand this Acknowledgment Form, the Center for Disease Control’s (“CDC”) and the New Jersey Department of Health’s (“NJDOH”) information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C") (collectively the “PANDEMIC ILLNESSES”); regarding COVID-19 and Multisystem Inflammatory Syndrome in Children ("Pandemic Illnesses"), and the Borough of Paulsboro’s protocols. (See attached.)

I/WE further acknowledge that the Pandemic Illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that utilizing Fort Billings Park poses an inherent and heightened risk of exposure, infection and bodily injury from the Pandemic Illnesses regardless of preventative measures taken by Borough of Paulsboro.

I/WE further acknowledge, understand and agree that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.

2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.

3. These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.

4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the Borough of Paulsboro.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.

6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.

7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.

8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.

9. Attending or participating in any event at the Fort Billings Park poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by the Borough of Paulsboro: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect Borough of Paulsboro facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of these PANDEMIC ILLNESSES.

10. Attending and/or participating in an event at Fort Billings Park may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, Applicant/Authorized Representatives, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all PARTICIPANTS, persons and other participants attending any event at the Fort Billings Park at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the Applicant/Authorized Representative(s), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any event at Fort Billings Park; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at any event at Fort Billings Park may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough of Paulsboro’s officials, officers, employees, and volunteers; and other participants/attendees at the Fort Billings Park and their families.

I/WE, on behalf of ourselves, the Applicant/Authorized Representative(s) and the other dependents of my/our household, I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the Applicant/Authorized Representative(s), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating in an event at Fort Billings Park.
including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any event at Fort Billings Park.

I/WE, on behalf of myself/ourselves, the Applicant/Authorized Representative(s), my/our other household members and/or dependents, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND HOLD HARMLESS THE BOROUGH OF PAULSBoro, AND EACH OF THE BOROUGH OF PAULSBoro OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTIAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY EVENT AT FORT BILLINGS PARK.

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH OF PAULSBoro THE BOROUGH OF PAULSBoro OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY EVENT AT FORT BILLINGS PARK.

By signing this agreement, I/WE further acknowledge that I/WE have read and discussed with the Applicant/Authorized Representative(s) the provisions of this WAIVER and the dangers and risks associated with attending and/or participating in any event at Fort Billings Park; the APPLICANT/AUTHORIZED REPRESENTATIVE(S) fully understand(s) and appreciate(s) these dangers and risks; and the APPLICANT/AUTHORIZED REPRESENTATIVE(S) voluntarily wishes to enroll in, participate and otherwise attend the event at Fort Billings Park.

This WAIVER does not supersede, circumvent, or cancel BOROUGH OF PAULSBoro’S Main Participation Agreement or Rules and Regulations.

If any part of this WAIVER is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from. I/WE, have read and accept the terms and conditions of this, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my child(ren), and our respective heirs, personal representatives, estates and family members.
I/WE, ________________________________ (hereinafter "I/WE), acknowledge and represent that I/WE are requesting the use of Fort Billings Park.

Signature of Applicant

Date

Signature of Authorized Representative(s)

Date
PROTOCOLS

- The Applicant/Authorized Representative has the appropriate insurances in place.
- All attendees shall follow the COVID-19 restrictions, protocols, and guidelines as set forth by the State of New Jersey including but not limited to:
  - Any playground equipment that must necessarily be shared will be washed with soap and water one time per week. Attendees shall bring their own wipes and hand sanitizers.
- All applicants/authorized representatives must sign the acknowledgement form as provided by the Borough.
- Any attendees must be socially distanced and wearing masks when appropriate.

The Borough of Paulsboro represents the following:
- No restrooms will be available at the park(s). The Borough will supply two "Temporary Port-o-potties" (one handicapped accessible) at the park with hand sanitizer.
- Any applicant/authorized representative shall provide their own food, water, drinks and they shall not be shared.
- The Applicant/Authorized Representative shall "police the fields" after each event.
- There shall be no routine person to person contact at less than six feet on a routine basis. (see State protocols.)
- All attendees shall wear masks.
- All events at Fort Billings Park must follow outdoor gathering limits.