



Mailing Address

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Middle Paxton Township

**RELEASE AND WAIVER OF ALL CLAIMS AGREEMENT REGARDING RISK OF INJURY
AND
RELEASE AND WAIVER OF ALL CLAIMS**

I hereby apply to Middle Paxton Township to rent and use the facility or facilities as indicated in the attached application for a private and/or public function.

I hereby have been notified that the water at the Fishing Creek Community Center is not for consumption and is only used to wash dishes, clean, flush toilets, and wash hands with sanitizer.

I understand that by renting this or these facilities I will expose myself and my guests to normal risks of injury or harm associated with nature, sporting events and activities, picnics and social gatherings, musical events, and/or passive recreational activities.

I agree that I am responsible for my own safety.

I understand that the fields are available on an "as is" basis. The Township is not responsible for field maintenance except for routine mowing. The organization renting the fields is solely responsible for field maintenance.

I agree to abide by all rules and regulations in regards to the buildings, pavilion and park use.

I agree that I am responsible for my guest's safety to the point of producing a safe event or activity during the length of this contract.

I hereby assume all risk and responsibility of damage to the property of Middle Paxton Township as it relates to my event and my use and/or misuse; and hold Middle Paxton Township, its agents and representatives harmless for any and all suits relating to the use of Township owned facilities.

I hereby agree to protect, indemnify, save, keep, and hold harmless Middle Paxton Township, its elected and/or appointed officials, its agents, servants and employees, against and from any and all claims, causes of action or liability, loss, damage or expense, brought by me or on my behalf or by my guests or on their behalf, arising out of the use of the Township facilities and the activities conducted therein or thereon for which I have made application to the Township to use for a public and/or private function.

I agree that this Release and Waiver shall be construed and interpreted according to the law of the Commonwealth of Pennsylvania. I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf.

I have read the above items of the Release and Waiver, understand them, agree to abide by them and hereby acknowledge that I understand this Release and Waiver.

I am at least 18 years old and may legally sign this document.

Signature **Date** **Print Name**

AUTHORIZED SIGNATURE - MIDDLE PAXTON TOWNSHIP MANAGER