

Roxbury Township Board of Education
Hold Harmless Agreement

All users are required to maintain, in addition to any insurance required by law, Comprehensive Liability insurance, in an amount not less than \$1,000,000 per occurrence. Roxbury Board of Education must be named as an additional insured on this policy. A certificate of insurance as described must be provided before the facility is used. Failure to enforce the required production of the certificate will not void users' obligation to provide the insurance as aforesaid. In addition, by making this application, user agrees, that should this application be granted, user will indemnify, hold harmless, and defend the District against any and all demands, claims, damages, fees, cost and liabilities of any kind (including but not limited to attorney's fees) to the fullest extent permitted by law. Solely at the discretion of the District, the insurance certificate may be waived and replaced in total with the hold harmless and indemnity agreement included in this paragraph.

In addition to the hold harmless language above, Roxbury Board of Education requires concussion protocol language involving athletics.

Roxbury Township Board of Education shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports team organizations provide the district, as applicable, with the following:

- (1) Proof of an insurance policy of an amount of not less than \$50,000 per person, per
- (2) Occurrence insuring the youth sports team organization against liability for any bodily injury suffered by a person; (2) a statement of compliance with the school district or nonpublic school's policies for the management of concussions and other head injuries.

As used in this section, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a school, county or municipal recreation department.

All users 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 Roxbury Board of Education.

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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 are vaccination(s), immunization(s) available or soon to be available for these PANDEMIC ILLNESSES that may or may not prevent Pandemic Illness.

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. The Roxbury Board of Education makes its facilities available to Township and non-Township owned or controlled organizations that offer to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps ("RECREATION PROGRAM(S)") which are essential to the social, physical, educational and character development and the mental and physical health of the public.

10. Attending or participating in any PROGRAM on or at a District property or facility 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 District: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect District 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.

11. Attending and/or participating in any PROGRAM at a District owned property or facility may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, 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 PROGRAM PARTICIPANTS, persons and other participants attending any PROGRAM on or at District property or facilities at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any PROGRAM at a District property or facility; 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 an event at a District property or facility may result from the actions, omissions or negligence of myself and others, including, but not limited to the District officials, officers, employees, and volunteers; and other participants/attendees of the PROGRAM and their families.

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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 PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney's fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM at a District property or facility.

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE DISTRICT, GOVERNING BODY MEMBERS, 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 RECREATION PROGRAM(S).

Organizations are to email a Team/Organization Roster to facilities@roxbury.org prior to their event.

Please type your name
and date:

X
