

I understand, agree, and accept the below for myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my recreation account brings to a Town of West Seneca facility, event, activity, program, etc.

Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE TOWN OF WEST SENECA FROM ALL LIABILITY AND FOREVER WAIVING ANY AND ALL CLAIMS AGAINST THE TOWN OF WEST SENECA.

Assumption of Risk

I, in my legal capacity as myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., acknowledge and agree that any use of the Town of West Seneca facilities, services, equipment and premises (“Facilities”) and any participation in Town of West Seneca programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and/or (5) sickness or disease, and (6) loss or theft of personal property. I acknowledge that there is a COVID-19 public health emergency and that I must take personal precautions by complying with public health mandates to help protect against the spread of COVID-19 when using the Town of West Seneca Facilities and when participating in said Programs. I further acknowledge that this assumption of risk is applicable to any COVID-19 exposure or infection related to use of the Town of West Seneca Facilities and participation in said Programs. I voluntarily, for myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., accept and assume full responsibility for these risks, as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

I, agree on behalf of myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., that the Town of West Seneca, its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by any person named on my account, including any minor, however occurring including, but not limited to, the negligence of Releasees. I understand that all persons named on my account and their guest(s), including any minor, will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs. I, on behalf of those individuals named on my account and any guests brought by said persons: 1) HEREBY

RELEASE, WAIVE AND COVENANT NOT TO SUE the Town of West Seneca for any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, personal injury, property damage, loss or theft of personal property, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, and give up any claim seeking damages, whether that participation is supervised or unsupervised, however the injury or damage occurs..

and 2) INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs. I specifically acknowledge the contagious nature of COVID-19 and that this waiver, release, indemnification, and covenant not to sue are applicable to any COVID-19 exposure or infection related to use of the Town of West Seneca Facilities and participation in said Programs

Membership Cards and Resident Status

I understand that Membership Cards must be purchased from the West Seneca Youth & Recreation Office. The Department does not offer Membership Cards during all office hours. I must check the Department's website and/or contact their office for dates and times which they issue Membership Cards. I understand that Membership Cards are taking the place of Town of West Seneca ID Cards and that previously issued ID Cards are no longer valid.

I understand that Membership Cards are required for some Town of West Seneca Programs but not all. Any person who does not have a membership card, where and when required, may not be admitted into the program and/or will not receive the resident rate.

I understand that when Membership Cards are issued at the West Seneca Youth & Recreation Office, that the person who the Membership Card will be assigned to must be present to have their photo taken. I understand that I must also provide proof of residency (the address of the resident must match my address on MyRec.com account and the addressee must pay Town of West Seneca property taxes.). I understand that I must bring proof of residence (as outlined below) for each person obtaining a Membership card with me to the Recreation Office OR the Town will not issue the person with missing proof of residency a Membership Card.

Requirements to obtain a Membership Card for adults (over the age of 18):

- The adult must have an online recreation account set up and/or be a member of a household who already has an online recreation account set up.
- Proof of Age: Photo ID such as Non-Drivers ID or Driver's License listing your Town of West Seneca Property Tax Address.
- Proof of Residency: Current Town of West Seneca PROPERTY TAX or utility bill. The address must match the address listed on your Photo ID. School tax bills will not be accepted. To be considered a RESIDENT your home address must pay Town of West Seneca Property Taxes.
- A previous/expired/old Resident ID Card or Membership Card is not an acceptable form of identification for a Membership Card.

- A passport is not an acceptable form of identification for a Membership Card.
- The adult must be present to have their photo taken for the Membership Card.

Requirements to obtain a Membership ID Card for children (under the age of 18):

- The youth must already have an online recreation account set up and/or be a member of a household who already has already set up an online recreation account. The youth must be listed under his parent's/guardian's account.
- Proof of Age: Birth Certificate (copies are accepted).
- Parent/Guardians proof of Residency: Parent's/Guardian's current Town of West Seneca PROPERTY TAX or utility bill. Name of parent/guardian on proof must match the name on the Birth Certificate. We will also accept court papers and/or adoption papers and/or similar documents listing an adult as the youth's guardian. School tax bills will not be accepted. To be considered a RESIDENT the child's parent/legal guardian home address must pay Town of West Seneca Property Taxes.
- The child must be present to have their photo taken for the Membership Card.
- A previous/expired/old Resident ID Card or Membership Card is not an acceptable form of identification for a Membership Card.
- A passport is not an acceptable form of identification for a Membership ID Card. If you are a grandparent, aunt/uncle, etc., who has a youth (under the age of 18) staying with you for the entire length of their Summer Vacation they are eligible for a Youth Summer Resident Pass. In addition to the above-listed requirements, we will require a letter from the youth's parent and/or guardian stating that the youth is staying with you for the entire length of their Summer vacation and acknowledging that the Town will be notified in writing when the youth returns to the parent's/guardian's custody. The youth's membership card shall expire when the Town is notified of their return to a parent/guardian and/or on their expiration date, whichever occurs first. The letter must be presented at the time of the card issuance and must contain an original signature from the youth's parent/guardian (we will not accept photocopies, scanned, faxed or emailed copies). All of the required items are due at the time of the membership Issuance. The youth must be present to have their photo taken. The youth must be registered under the family member obtaining the membership card, online recreation account. The family member obtaining the membership card agrees to all waivers, rules, regulations, etc., for this youth and assumes all risk and responsibility for the youth while they participate in Town of West Seneca programs and facilities. Youth Summer Membership Cards are the same fee as a regular card.

I understand that if I am caught or any members of my account are caught using an address that is not my/their primary residence the account and Membership Card will be suspended for one year. The person or persons will not be eligible to register for a Town of West Seneca Recreation program.

I understand that the person the Membership card is issued to is the only person allowed to use the Membership card. The person's photo will be taken at the time of issuance and linked to their profile on the account, when the card is scanned, their photo will appear. At facilities where

scanning is not able to take place, I understand that I must show my Membership Card and proof of residence. I understand that if I am caught sharing my Membership Card (i.e. someone else uses it) and/or any person caught using a Membership card that is not assigned to said person will have their entire household account and Membership Cards suspended for one year. The person or persons will not be eligible to register for a Town of West Seneca Recreation program.

I understand that if any Membership card is lost, stolen, misplaced, expired, etc., and a new membership card is needed, the fee will be the same as obtaining a new Membership card.

I understand that each person named on the account or in the household needs their own Membership Card.

Drop Off / Pick Up

I understand that the Town of West Seneca will not release my child to any person who is not listed as an Emergency Contact on my child's account. I understand that if I need to list someone last minute that I can send in a handwritten note with an original signature, date, and my phone number, allowing someone who is not listed as an Emergency Contact to pick up on the child on the date the note is dated for only.

I understand any person picking up my child must show photo-ID or the Town of West Seneca will not release my child to them.

I understand that I must pick up my child no later than the program end time. Failure to pick up my child could result in the emergency contacts being called and/or your child being turned over to the West Seneca Police Department. If this occurs two times the child will not be permitted to register for the Town of West Seneca programs for one year and will be ejected from any and all current programs (no refund will be issued). Furthermore, there could be a late fee added. Any late fee will be listed on the Program information page. Fees may vary by program.

I understand in the event of an emergency situation or urgent issue the Town of West Seneca staff will first attempt to reach a parent or guardian. If a parent or guardian cannot be immediately reached, the staff will contact the listed emergency contacts for the child.

Health

I understand the Town of West Seneca requires a doctor's physical and immunization records at the time of registration for some programs. I understand that if I fail to upload these documents during the time of registration, a space in the program will not be held and a refund will not be issued.

I understand that I am required to list any and all health issues which include physical, mental, specific needs, allergies, etc., for each person on my account. I understand that if a program participant attends a program and the Town of West Seneca becomes aware that they

were not informed of any physical, mental, specific needs, allergies, etc., at the time of registration, the program participant will not be allowed to stay at the program and no refund will be issued.

I understand the Town of West Seneca cannot administer medicine to any adult or child, including, but not limited to, sunscreen.

I understand no medicine for any youth or adult is allowed at any Town of West Seneca program unless discussed with the Town of West Seneca first. I understand that I must contact the Town of West Seneca to discuss this.

I agree to list each person on my account health history correctly and update my account as the information changes. I agree that I, all persons on my account, and guests have permission to engage in recreational activities. I understand the Town of West Seneca reserves the right to contact 9-1-1 at any time, for any health issue, illness, or injury for any program participant without notifying parents, guardians, spouses, emergency contacts, etc. I understand that the Town of West Seneca will attempt the contact the injured or ill persons - parents, guardians, spouses, emergency contacts after calling 9-1-1. I hereby give permission for 9-1-1 services to take custody of the person and/or care.

I understand that if myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., does not have updated immunizations that I am obligated to notify the Town of West Seneca at time of registration for any program or facility.

COVID-19

I, on behalf of myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc.:

1. I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious.
2. I acknowledge it is our sole responsibility to pre-screen ourselves within one hour prior to entering the Town's Facilities or participation in a Town Program. The screen must include answering the following questions:

i) Have you experienced any of the following symptoms in the past 48 hours:

Fever or Chills
Cough
Shortness of breath or difficulty breathing
Fatigue
Muscle or body aches

Headache
New loss of taste or smell
Sore throat
Congestion or runny nose
Nausea or Vomiting
Diarrhea

- ii) Within the past 14 days, have you been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has any symptoms consistent with COVID 19?
 - iii) Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?
 - iv) Are you currently waiting on results of a COVID-19 test?
 - v) Within the past 14 days, have you traveled internationally or returned from a state identified by New York state as having widespread community transmission of COVID-19 (other than just passing through the restricted state for less than 24 hours)?
3. I agree that if any of the answers to the questions in number 2 above are “yes” then the person who answered “yes” will not enter the Town’s Facilities or participate in the Town’s Programs until such time as the person obtains a medical evaluation and are approved by the medical provider to enter the Town’s Facilities or participate in the Town’s Programs.
4. I agree to adhere to all guidelines and rules of the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, as it relates to wearing masks and social distancing.
5. I understand that the failure to abide by numbers 2 through 4 above may result in my being asked to leave the Town’s Facilities or being denied entry to the Town’s Facilities or Programs. In this event, no refund will be issued.

Refunds/ Prorate

I understand the Town of West Seneca does not offer any refunds for any reason, at any time, except if the Town of West Seneca cancels the entire length of a program.

I understand the Town of West Seneca does not pro-rate any program fees.

Fees will not be refunded or adjusted should the person be removed/ejected from a program, fail to attend a program, withdraw from a program, leave a program, etc.

I understand that all fees are due in full at the time of registration unless otherwise noted. I understand that if fees are not paid in full, on time, a space in the program/event will not be reserved, and I will not receive a refund on any fees already paid.

Cancelations

I understand the Town of West Seneca reserves the right to cancel any program (session, date, time, activity, trip, etc.) at any time, without notice, for any reason and that the program (session, date, time, activity, trip, etc.) is not required to be re-scheduled.

Personal Items

I understand that if a program participant must label all personal items with their first and last name. I understand that program participants should always bring a full water bottle with them. I understand the Town of West Seneca is not responsible for any lost or stolen items.

Facility and Program Rules

I understand that myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., are required to follow any and all Town of West Seneca Facility and/or Program rules. Failure to do so will result in ejection from the program or facility.

Character Pledge

I understand that myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., must:

1. Show respect towards others (this includes but is not limited to Town employees, volunteers, guests, program participants, peers, etc.), is responsible for his/hers actions, must show tolerance of the differences among us, have dignity by promoting an environment free from harassment, discrimination, bullying, etc.
2. Demonstrate a conduct that fosters civility, kindness and acceptance.

Failure to follow the character pledge and/or facility and/or program rules may result in ejection from the program on that date and being asked not to return to the program. No refund will be issued in this instance.

Other

I AGREE FOR myself, my spouse, my children, my minor(s), any other member named on my recreation account (minor or adult), and/or any guests (of any age) that myself and/or anyone named on my account brings to a Town of West Seneca facility, event, activity, program, etc., WHO WILL BE PARTICIPATING IN THE TOWN OF WEST SENECA YOUTH & RECREATION ACTIVITIES THAT: