



**JEROME PARK RESERVATION REQUEST**

**DATE RESERVATION IS REQUESTED:** \_\_\_\_\_

**BEGINNING TIME OF RESERVATION:** \_\_\_\_\_

**DURATION OF RESERVATION:** \_\_\_\_\_

**ACTIVITIES PLANNED:** \_\_\_\_\_

**WAIVER OF AND RELEASE FROM LIABILITY FOR BOROUGH PROPERTY USE**

I, \_\_\_\_\_, HEARBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the Borough of Elkland, Pennsylvania, and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, as of every kind and nature, whether known or unknown, in laws or equity, that I have ever had or may have, arising from or in any way related to my participation in any of the events or activities, conducted by, on the premise described at Jerome Park located in Elkland, Pennsylvania, provided that waiver of liability does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct.

By this waiver, I assume any risk and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Individual or Group **Named:** \_\_\_\_\_, including but not limited to using the facility, and its equipment in any manner, form or fashion, and practicing and/or engaging in above mentioned activity on and off the premise.

The WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any previous oral or written agreements between the concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended, or repealed, in whole, only upon written consent of all parties.

The provision of the WAIVER AND RELEASE will continue in full force and effect even the termination of the activities conducted by, on the premises of, or for the benefit of Individual or Group **Named:** \_\_\_\_\_, whether by agreement, by operation law or otherwise.

I have read and understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, and under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age, or older, and am mentally competent to enter this waiver.

**Jerome Park will be left in the same condition it was found. Please pick up any trash, garbage, refuse that is generated while using the facility.**

\_\_\_\_\_  
Date Printed name Signature

\_\_\_\_\_  
Date Printed Name-Borough Representative Signature

PLEASE CHECK THE CALENDAR ON WWW, ELKLANDBOROUGH.COM TO SEE IF DESIRED DATE IS AVAILABLE PRIOR TO SUBMITTING FORM TO THE BOROUGH OFFICE LOCATED AT 105 PARKHURST STREET, ELKLAND, PA 16920, OR CALL 814-258-7322. THANK YOU.