



## NATIONAL NIGHT OUT VENDOR LIABILITY AND WAIVER RELEASE

I acknowledge that I, the "VENDOR" voluntarily have applied, for myself and/or any additional family members or minors in my care, employees and/or team to participate in Franklin Township Community Days a National Night Out Event (the "Event") offered by the Township of Franklin on Tuesday, August 1, 2023.

I understand and acknowledge that my participation in the Event is wholly voluntary. I am fully aware that there are risks and hazards connected with participation in the Event. These risks include, but are not limited to, those associated with communicable disease such as the novel coronavirus, COVID-19, which is extremely contagious and is believed to spread through person-person contact. These risks include the contraction or further transmission of COVID-19, contraction of which may include severe illness, injury and death. I understand that Franklin Township is not responsible for my safety and cannot be eliminated despite all measures undertaken by the municipality. I hereby elect to voluntarily participate in this Event, and voluntarily assume full responsibility for any risks of loss, personal injury, including death, that may be sustained by me and/or any additional family members or minors in my care, employees, and/or team as a result of participating in this Event.

In consideration for being permitted to participate in the Event, I do hereby, for myself, my heirs, executors, administrators and assigns, and/or for any additional family members and minors in my care for, employees and/or team whom I am submitting a registration, fully and forever release, indemnify, and Franklin Township and their officers, officials, departments, and other representatives and their heirs, administrators, successors and assigns, from any and all manner of action, cause of action, suits, debts, accounts, controversies, damages, claims and demands whatsoever, which I or my legal representative, and/or any minors in my care may have or acquire against Franklin Township, and their officers, agents and other representatives, by reason of any loss resulting from personal injury or damage to personal property belonging to me and/or any minors in my care which may occur during or by reason of my, and/or any additional family members' or minors' in my care, participation in the Event, whether the same be known or unknown, anticipated or unanticipated. I fully and forever release and discharge Franklin Township, its employees, staff, volunteers, vendors, consultants and agents from any and all negligent acts and omissions in the same.

I agree, for myself and/or for any additional family members or minors in my care, employees and/or team to comply with all Franklin Township rules and regulations, including any rules and regulations that pertain to COVID-19, and/or any additional family members or minors in my care, employees and/or team have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, employees and/or may result in termination of the privilege to participate in the Event. I further understand that I shall refrain from participation if I or anyone with whom I have had direct recent contact exhibits symptoms of COVID-19, as set out by the U.S. Centers for Disease Control. The obligation to do so includes notice to the municipality prior to and within 14 days following the Event. In the event of such a termination for cause, I understand that I will not be entitled to be reimbursed for any registration, activity or program fees.



I agree that this Waiver and Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and that Beaver County, Pennsylvania, shall be the forum for any disputes or lawsuits filed under or incident to this document and/or the Event.

With the intent to be legally bound, I acknowledge and represent that I have read this Waiver and Release, that I understand same, and that I voluntarily agree with the terms set forth herein, with full knowledge of the educational benefits and possible risks associated with my participation in the Event.

Vendor Name:

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Signature:

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