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RENTAL WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Agreement (“Agreement”) is made by and between the undersigned and Ohio Township (“Township”), located in Allegheny County, Commonwealth of Pennsylvania, with its principal offices located at 1719 Roosevelt Road, Pittsburgh, PA 15237, for the purpose of permitting the undersigned to rent recreational property owned, operated, and/or managed by the Township (“Property”) for the purpose of sponsoring recreational activities. In consideration for the privilege of being permitted to rent the Property, the undersigned, his or her personal representatives, heirs, next of kin, spouse, and any minor children in his or her custody, (“Renter”) agree as follows:

- 1. Release of Liability.** Renter does now remise, release acquit, waive, and forever discharge the Township, its elected and appointed officials, employees, agents, independent contractors, consultants, successors and assigns (collectively, Releasee”) from all actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including the negligence or gross negligence of the Releasee, in connection with this Agreement and/or rental of the Property.
- 2. Assumption of the Risk.** Renter is fully aware that there are risks and hazards connected sponsoring activities on the Property including, but 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-to-person contact. Renter acknowledges that these risks include the contraction or further transmission of COVID-19, which may lead to severe illness, injury and death. Renter understands that the Township cannot eliminate all risks despite all precautionary measures being taken and therefore, voluntarily assumes the risks associated therewith. Renter acknowledges that participation in events taking place on the Property is voluntary and assumes full responsibility for any and all risks of loss and injury, including death, which may be sustained as a result of the rental of the Property and/or this Agreement.
- 3. Covenant not to Sue.** Renter agrees not to sue or otherwise assert a claim of any nature whatsoever against Releasee arising out of use of the Property and/or this Agreement.
- 4. Indemnity Agreement.** Renter agrees to indemnify, hold harmless, and defend Releasee from and against any and all claims, costs, expenses, or liability (including reasonable attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use of property), including damages caused by the negligence or gross negligence of the Releasee, caused by, arising out of, resulting from, or occurring in connection with the Agreement or the rental of the Property, including any damages resulting from those risks and hazards set forth in paragraph two(2) of this waiver and release.
- 5. Agreement to Abide by Social Distancing Guidelines.** Renter acknowledges receipt of a copy of the Pennsylvania Recreation and Park Society’s Reopening Guidelines (“Guidelines”), which were drafted in concurrence with State and National guidance. Renter agrees to comply with and enforce the Guidelines and all

Township rules and regulations, including any rules and regulations that pertain to COVID-19, and further to ensure that all participants in any event hosted by Renter comply with same. Renter understands and agrees that noncompliance with any such rules and regulations may result in termination of permission to use the Property. Renter further agrees and guarantees that all participants in any event hosted by Renter on the Property will be advised of the waiver of liability and assumption of the risk set forth herein. If any said participant expresses concerns or objections to said waiver, release, and assumption of the risk they will not be permitted to participate.

6. **No Warranties.** The undersigned acknowledges that Releasee has made no warranty, express or implied, regarding the condition of the Property.

7. **Choice of Law.** The terms and provisions of this Agreement and any dispute arising in connection with this Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania. The parties agree that the venue for any legal action filed in connection with this Agreement shall be in the Court of Common Pleas of Allegheny County.

8. **Severability.** If any provision or any portion of any provision of this Agreement, or the application of any such provision or portion of a provision to any person or circumstance, shall be determined to be invalid or unenforceable, then the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by such determination.

9. **Waiver.** No elected or appointed official, employee, agent, independent contractor, consultant or other representative of the Township is authorized to vary the terms and provisions of this Agreement or to make any oral or written representation contrary to any provisions of this Agreement or otherwise in connection with the subject matter of this Agreement.

With the intent to be legally bound, Renter acknowledges and represents that same has read and understood this Agreement, and voluntarily signs below in order to evidence agreement with the terms set forth herein, with full knowledge of the possible risks associated with hosting recreational activities on the Property.

I have read and understood this Agreement and voluntarily sign the same.

Renter Name:

Renter Signature (or signature of Authorized Representative):

Date:
