

Rutherford Arts Committee & Rutherford Rocks  
**Battle of the Bands Waiver for Minors**

Event to take place on Sunday, October 23<sup>rd</sup>, 2022 at 5pm at the Williams Center

## Assumption of risk & waiver of liability relating to COVID-19

The novel coronavirus, commonly known as COVID-19, has been declared to be a worldwide pandemic by the World Health Organization (WHO). SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multi-System Inflammatory Syndrome in children are extremely contagious. They are believed to spread primarily through close person to person contact, even with asymptomatic individuals. There is no known vaccination(s), immunizations or cure for these pandemic illnesses. Recently, however, as the number of cases continue to decline statewide, the Governor issued Executive Orders, which allows for various outdoor activities, including recreational activities, summer camp and outdoor pool operations to resume under certain conditions on or after June 22, 2020. With the reopening of these activities, the Municipality has implemented a number of preventive measures to reduce the spread of COVID-19. However, there cannot be a guarantee that you or your child(ren) will not become infected as a result of leaving your home. By signing this Agreement, I acknowledge: I acknowledge that attending or participating in any recreational activities within the Borough of Rutherford 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 Borough of Rutherford. I acknowledge the contagious nature of COVID-19 and agree to voluntarily and exclusively assume the risk that my child(ren) and I, as well as other members of my household and others with whom I may be in contact, could have exposure to, or be infected by, COVID-19. I understand that the risk of becoming exposed to, or infected by, COVID-19 could result from the actions, omission or negligence of myself or others including, but not limited to, staff, volunteers and other program participants and/or their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any aspect of injury, disability, illness, death, damage, loss, claim or expense of any kind that I or my child(ren) may experience or incur in connection with the attendance at the recreational programs enrolled through the Municipality; and I attest that I will immediately notify the appropriate Activity Official if my child(ren) and/or any other member of our household demonstrates any of the symptoms of COVID 19 and further, will immediately discontinue participation until cleared by the appropriate medical professional. I understand this Waiver does not supersede, circumvent or cancel the Municipality's Recreation Department's Participation form or Rules and Regulations. \*

## Photo/Image Release Form for Minor

I hereby consent to the publication and use of my child's name and/or my child's likeness ("Likeness") for the purpose of promotion, publicity, advertising, or other manner or media by the Borough of Rutherford Recreation Program or any other representative authorized to act on behalf of the aforementioned entity. Likeness shall include, but not be limited to, photographs, sound and/or video recordings, films, broadcasts, brochures, publications, reports, web pages, promotional materials or any other audio-visual, electronic, printed, tangible work in any media or format, now known or hereafter to become known, and/or reproductions of any of these. I agree that the actual material involved is and shall continue to be the property of the Borough and that neither I, nor my child, shall have any right of review or approval regarding the use of my child's name and/or Likeness in such material. I hereby release and hold harmless, the Borough of Rutherford, Recreation along with their respective employees, agents, affiliates, sponsors, or other representatives from any and all claims, demands, or causes of action arising out of

the use of my child's name and/or Likeness, in accordance with the terms of this release. I understand and agree that neither I, nor my child, will be compensated in any way for the use of my child's name and/or Likeness by the Borough of Rutherford.

**By signing below I acknowledge and represent that I have read the foregoing Waiver, Release, and Assumption of Risk, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using or attending any event held by the Organizer to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same or by their signature below, a minor's parent(s) or legal guardian(s) indicates, on behalf of their minor child, their full and unqualified consent to the terms of this Waiver, Release and Assumption of Risk. I agree that this Waiver, Release, and Assumption of Risk shall be governed by and construed in accordance with New Jersey law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the foregoing Waiver, Release, and Assumption of Risk as a whole.**

\_\_\_\_\_  
Name of minor

\_\_\_\_\_  
Age of minor

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date