

RELEASE AND HOLD HARMLESS AGREEMENT

Participant/Visitor: _____ **Age:** _____
Address: _____
City/State: _____ **Zip:** _____
Phone Number: _____

BACKGROUND

The Borough of Kutztown owns and operates a Waste Water Wastewater Treatment Plant located at 503 Krumsville Road, Kutztown, Pa. 19530. The Borough will permit pre-approved and scheduled individuals and groups to participate in tours/activities at the Borough's Wastewater Treatment Facility. Participants/Visitors will be escorted by Borough staff at all times. A limited number of groups can participate in activities such as a general tour of the facility, research and field experience to gather information for school/college projects, career outlook, etc.. Individuals can participate in these activities provided that they have the requisite skills and provided that they execute this agreement. The Borough has the right to accept or deny requests for these activities at its discretion.

ACKNOWLEDGEMENT OF RELEASE AND HOLD HARMLESS

1. I, the above-listed Participant/Visitor, being an adult individual, agree to release and hold harmless the Borough and its council members, officers, employees, agents, volunteers and assigns from and against any and all claims, liability, suits, actions, losses and penalties and damages, including attorneys' fees, arising from or in any way related to my participation in the Borough's volunteer program.

The terms of this Release and Hold Harmless Agreement shall be construed as the entire agreement between the parties and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the Commonwealth of Pennsylvania.

I have read and understand this Agreement and I agree to the above-stated terms.

Participant/Visitor's Signature: _____
Date: _____

2. [This section is only to be completed if the Participant/Visitor is a minor.]

On behalf of the above-listed Participant and as a parent/legal guardian of the Participant/Visitor, I acknowledge that in exchange for the opportunity for my son/daughter to participate in the Borough's volunteer program, I agree to release and hold harmless the Borough and its council members, officers, employees, agents, volunteers and assigns from and against

any and all claims, liability, suits, actions, losses, penalties and damages, including attorneys' fees, arising from or in any way related to my son/daughter's participation in the Borough's volunteer program.

The terms of this Release and Hold Harmless Agreement shall be construed as the entire agreement between the parties and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the Commonwealth of Pennsylvania.

I have read and understand this Agreement and I agree to the above-stated terms.

Participant/Visitor's Parent/Guardian's Signature: _____

Date: _____