

Borough of Branchville
Facility Use Agreement

Submission Date: _____

All applicants and users will be responsible for the clean-up of the Borough Facility and the restoration of the Facility to the condition existing prior to the use requested. Each applicant will post a \$100.00 deposit which will be refunded if no clean up or repair is required. Any damage and clean-up costs will be assessed and paid, in full, by the applicant and user.

Any moving, setup, etc., will be provided by the applicant or the applicant will pay costs incurred by the Borough of Branchville

All other costs associated with the use will be paid by the applicant.

All prospective users must provide a minimum of two weeks prior notice of and application for the proposed event.

Individual making request:

Name: _____

Address: _____

Phone Number: _____ Email: _____

Information:

Facility Requested _____

Date(s) _____

Event and Activities Planned: _____

Sponsoring organization: _____

Hours of use: from _____ to _____

Will this request require any services or specialized use (see first paragraph)? Yes ___ No ___

A conference with Borough Officials may be required for all uses and fee assessment.

Please forward summary of events and any promotional documents to Borough Clerk.

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All applicants are required to maintain, in addition to any insurance required by law, Comprehensive Liability insurance, in an amount not less than \$1,000,000 per occurrence. The Borough of Branchville must be named as an additional insured on this policy. A certificate of insurance as described must be provided before the facility is used. Failure to enforce the required production of the certificate will not void users' obligation to provide the insurance as aforesaid. In addition, by making this application, the applicant and user agree, that should this application be granted, the applicant and all users will indemnify, hold harmless, and defend the Borough of Branchville against any and all demands, claims, damages, fees, cost and liabilities of any kind (including but not limited to attorneys fees) to the fullest extent permitted by law.

Each User further acknowledges, understands and agrees that:

1. The CDC and NJDOH have determined that PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. PANDEMIC ILLNESSES may be new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of PANDEMIC ILLNESSES may continue to change as more data becomes available.
4. PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the Borough.
5. PANDEMIC ILLNESSES may have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.
6. The CDC and NJDOH believe PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There may be vaccination(s), immunization(s) available or soon to be available for PANDEMIC ILLNESSES that may or may not prevent Pandemic Illness.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of PANDEMIC ILLNESSES is to self- quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. The Borough makes its facilities available to persons or organizations that offer to members of the public the option of participating in or attending a variety of indoor and outdoor physical, social, and educational programs and activities, including, without limitation,

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competitive and non-competitive sports and sporting events, organized leagues, day camps, games, instructional/training programs, weddings, parades, gatherings, and other events (collectively, "PROGRAMS/USES") which may be helpful for the social, physical, educational and character development and the mental and physical health of the public.

10. Attending or participating in any PROGRAM/USE on or at a Borough property or facility poses an inherent risk of infection and a heightened risk of injury from and exposure to PANDEMIC ILLNESSES regardless of the measures taken by the Borough: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect Borough facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of PANDEMIC ILLNESSES.
11. Attending and/or participating in any PROGRAM/USE at a Borough owned property or facility may also increase the risk of exposure to PANDEMIC ILLNESSES and the further spreading of PANDEMIC ILLNESSES to other family members, PROGRAM/USE PARTICIPANTS, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to PANDEMIC ILLNESSES exists for all PROGRAM/USE PARTICIPANTS, persons and other participants attending any PROGRAM/USE on or at Borough property or facilities. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM/USE PARTICIPANT(S), and our other family member(s) may be exposed to or infected by PANDEMIC ILLNESSES by attending or participating in any PROGRAM/USE at a Borough property or facility; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by PANDEMIC ILLNESSES at an event at a Borough property or facility may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough officials, officers, employees, and volunteers; and other participants/attendees of the PROGRAM/USE and their families.

I/WE voluntarily agree: (i) to assume all of the foregoing risks; (ii) to accept sole and complete responsibility; and (iii) to hereby waive and release all claims against the Borough, for any and all injuries, damage(s) and other losses to the PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney's fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM/USE at a Borough property or facility.

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I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH, ITS GOVERNING BODY MEMBERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION, ILLNESS, HARM, OR INJURIES FROM PANDEMIC ILLNESSES OR ANY OTHER CAUSE OCCUR BEFORE, DURING, OR AFTER PARTICIPATION/USE AND/OR ATTENDANCE IN ANY PROGRAM/USE.

Signature of the applicant/Sponsoring Organization Official:

Date: _____

All individual users and participants of and at the Borough Facility must sign below to confirm their acceptance and agreement to the above conditions of use, and to the above waiver, and release.

User

If a participant/user is less than 18 years of age:

Signature of parent or guardian of participant/user

PLEASE BE ADVISED: Applicants will be responsible for all road closures. Applicants may contact the DPW at 973-948-5515 for assistance with same.

Borough Use Only

- Conflict
- No Conflict
- Approved
- Disapproved
- Needs to be rescheduled
- Contact Office for more info

Authorized Borough Signature

Date of Action _____