



2019 Elite First Responders Fitness Challenge

RELEASE AND HOLD HARMLESS INDEMINIFCATION AGREEMENT

In consideration of allowing my participation in the Manchester Township Police Inaugural Elite Law Enforcement Fitness Challenge I hereby release, waive, discharge and covenant not to sue the Township of Manchester, the Township of Manchester Police Department, the Township of Manchester elected officials or its affiliates, officers, agents or employees ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain as a result from my participation or in any way connected with my participation in this activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise.

I understand that participation in this activity involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said activity, knowing that the activity may be hazardous to me and my property. I understand that Releasee does not require me to participate in this activity. I assume full responsibility for any risks of loss, property damage or personal injury, including death, that I or my property may sustain as a result of being engaged in such activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in this activity.

I hereby acknowledge that the Releasees have advised me to consult a physician before engaging in such activity

I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

It is my express intent that this Release binds my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

I understand that the Releasees' acceptance of this Release shall not constitute a waiver, in whole or in part, of any sovereign or official immunity by the Releasees.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority, have signed under my own free will and am suffering under no legal disabilities.

Witness Signature

Participant Signature

Printed Name & Title

Printed Name & Title