



HOLD HARMLESS AGREEMENT

(to be completed by individual or organizations using Community Garden facilities)

BETWEEN THE BOROUGH OF OLD TAPPAN and

NAME OF INDIVIDUAL OR ORGANIZATION

ADDRESS (NO POST OFFICE BOX)

TELEPHONE NUMBER AND EMAIL ADDRESS

IN CONSIDERATION OF THE USE OF THE **OLD TAPPAN** COMMUNITY GARDEN FACILITIES FOR THE GROWING SEASON OF 20____ FOR THE PURPOSE OF _____ THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD THE MUNICIPALITY OF **OLD TAPPAN** AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, COSTS AND ATTORNEY'S FEES ARISING OUT OF THE USE OF THE FACILITIES REFERRED TO ABOVE.

I/WE UNDERSTAND THAT THIS HOLD HARMLESS AGREEMENT ALSO REQUIRES THAT THE MUNICIPALITY OF **OLD TAPPAN** IS INDEMNIFIED FROM ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS OR OMISSIONS FROM ANY GUEST, PARTICIPANT, VISITOR OR OTHER PERSON PRESENT AT THE FACILITIES HEREIN REFERRED TO.

BY SIGNING THIS HOLD HARMLESS, I/WE ACKNOWLEDGE THAT THE WORLD HEALTH ORGANIZATION HAS CLASSIFIED THE CORONAVIRUS DISEASE ("COVID-19") OUTBREAK AS A GLOBAL PANDEMIC AND AM/ARE AWARE OF THE RISKS OF COVID-19. I/WE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT I AM/WE ARE AWARE OF THE RISKS TO PERSONAL HEALTH, INCLUDING BY THE FAILURE TO FOLLOW PHYSICAL DISTANCING PROTOCOLS, FLOWING FROM COVID-19, AND THAT I AM/WE ARE ASSUMING, ON MY OWN BEHALF AND, IF SIGNING ON BEHALF OF A PARTICIPANT UNDER 18 YEARS, ON THEIR BEHALF, ALL HEALTH RISKS AND ADVERSE HEALTH RELATED CONSEQUENCES CAUSED BY OR ARISING FROM ENGAGING IN ANY

I/WE ACKNOWLEDGE THAT BY SIGNING THIS HOLD HARMLESS I/WE AGREE TO WILL FOLLOW ALL MUNICIPAL ORDINANCES, ACKNOWLEDGE THAT THE ACTIVITY LISTED ABOVE WILL NOT INCLUDE THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND WILL COMPLY WITH ALL LAWFUL DIRECTIVES ISSUED BY THE BOROUGH OF **OLD TAPPAN** POLICE DEPARTMENT.

UNLESS WAIVED IN WRITING BY MUNICIPALITY OF **OLD TAPPAN**, I/WE AGREE TO FURNISH A CERTIFICATE OF INSURANCE SPECIFICALLY NAMING THE MUNICIPALITY OF **OLD TAPPAN** AS ADDITIONAL INSURED PROVIDING GENERAL LIABILITY COVERAGE INCLUDING, BODILY INJURY AND PROPERTY DAMAGE WITH MINIMUM LIMITS OF LIABILITY NOT LESS THAN **\$1,000,000** IN ORDER TO INDUCE THE MUNICIPALITY OF **OLD TAPPAN** TO ACCEPT THIS HOLD HARMLESS.

THE MUNICIPALITY RESERVES THE RIGHT TO CANCEL OR INTERRUPT THE USE OF THE FACILITY SHOULD THE MUNICIPALITY DETERMINE THAT A SITUATION THAT MIGHT LEAD TO PERSONAL INJURY, PROPERTY DAMAGE OR VIOLATION OF LAW EXISTS.

SIGNED THIS _____ DAY OF _____, 20 _____

THE BINDING ACT IN DEED OF

AUTHORIZED SIGNATURE

PRINT NAME OR ORGANIZATION