

Top Bins Only, LLC
16 Terrace Street, Haworth, NJ 07641

**WAIVER AND RELEASE OF LIABILITY
FOR PARTICIPATING PLAYERS, THEIR FAMILIES,
AND COACHING STAFF FOR COVID-19**

This Waiver and Release of Liability is for Players, their Families, and Coaching Staff participating in sports activities on public property in the town of River Edge, NJ used by Top Bins Only, LLC, and RYNJ School property, also located in River Edge, NJ. (ie. Yeshiva).

I understand that Top Bins Only, LLC makes no representations with regard to the risk of exposure to the COVID-19 virus, or coronavirus, while being on public property, or participating in activities on the properties identified above. In consideration of the risk of contracting the COVID-19 virus while being present at the session, or participating in activities at these properties and as consideration for the right to be present upon these properties, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of the contraction of, or the exposure to, the COVID-19 virus while on these properties or participating in activities of Top Bins Only, LLC, and do hereby release and forever discharge Top Bins Only, LLC located at 16 Terrace Street, Haworth, NJ, their affiliates, managers, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any injury or illness I may suffer due to contracting or being exposed to COVID-19, including, but not limited to, illness, paralysis, death, damages, economic or emotional loss.

I AM VOLUNTARILY ENTERING THE PROPERTIES USED BY TOP BINS ONLY, LLC ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH COVID-19 WHILE BEING IN CLOSE CONTACT WITH OTHER PEOPLE, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, WITH MY PRESENCE ON THE PROPERTIES IDENTIFIED OPERATED BY TOP BINS ONLY, LLC.

I agree to indemnify and hold harmless Top Bins Only, LLC, RYNJ School, and the town of River Edge, NJ against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Top Bins Only, LLC incurs any of these types of expenses, I agree to reimburse Top Bins Only, LLC.

I acknowledge that Top Bins Only, LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting summer camp activities on behalf of Top Bins Only, LLC

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE TOWN OF RIVER EDGE, NJ, RYNJ SCHOOL, AND TOP BINS ONLY, LLC AND ALL OF ITS AFFILIATES, MANAGERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST TOP BINS ONLY, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the town of River Edge, NJ, RYNJ School, and Top Bins Only, LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

SIGNED: _____

DATE SIGNED: _____

PLAYER NAME: _____

MAILING ADDRESS: _____

BEST CONTACT PHONE: _____

BEST EMAIL ADDRESS: _____

PROGRAM START DATE: _____