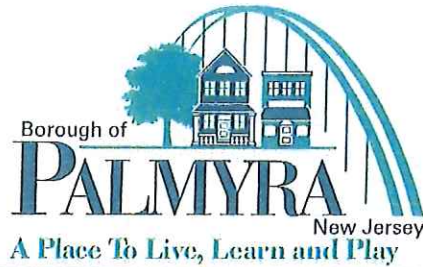


Gina Ragomo Tail
Mayor
Borough Council
Timothy Howard
President
Brandon Allmond
Laura Craig Cloud
Farrah Jenkins
Michelle McCann
Bernadette Russell



John J. Gural
Borough Administrator
Doretha R. Jackson
Municipal Clerk
Donna Condo
Chief Financial Officer

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APPLICATION FORM

COMMUNITY CENTER - LEGION FIELD - BAND SHELL - CONCESSION STAND
(CIRCLE ONE)

Name of Person, Group or Organization _____

Date of Application _____

Type of Activity _____

Time _____ Days _____ Dates _____

No. of people _____ residents _____ non-residents _____

Attach your schedule if necessary. Responsible persons identified below must be authorized to sign on behalf of group organization and must be present during the scheduled function(s).

Name(s) _____

Address _____

Cell phone _____ Home _____ Business _____

Email _____

Users of Borough facilities must provide a Certificate of Insurance in the minimum amount of \$1,000,000/\$2,000,000 aggregate. Borough of Palmyra must be named a Certificate Holder and named as Additional Insured.

Signature _____
(By signing above you agree that all information provided is true and correct and that you have received a copy of the Community Center Rules and Regulations.)

Applicant (if different from above) _____

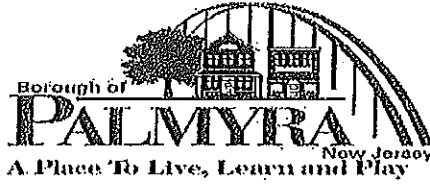
Upon receipt of Application, Insurance and other requirements, your application will be reviewed and if acceptable, permission to the Borough facilities will be authorized.

Approved _____
Borough Administrator . Date

Approved _____
Chief of Police/Date Superintendent of Public Works/Date Code Enforcement/Date

www.boroughofpalmyra.com
"A Place to Live, Learn and Play."

20 West Broad Street • Palmyra, New Jersey 08065
Ph: 856.829.6100 • Fx: 856.829.4096



Use of Facilities Agreement

The Borough of Palmyra a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY" hereby agrees to allow

_____ (*Name of Person(s) or*

Organization)

hereinafter referred to as "USER", to use the facilities listed below:

Name and Location of FACILITY(IES):

_____ hereinafter referred to as "FACILITY(IES)"

for

_____ (*State the Purpose*)

on the following date(s): _____ please see attached application _____

The above USER shall inspect the described FACILITY(IES) prior to the use of the FACILITY(IES) and report any defective, hazardous or dangerous conditions found at the FACILITY(IES) to the Scheduling Coordinator at 856-829-6100 ext. 301 at the Borough of Palmyra, and USER shall immediately cease the use of the FACILITY (IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the Borough of Palmyra any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

COVID-19

USER verifies and asserts that all activities conducted at the FACILITY(IES) shall be in full compliance with the CDC Guidelines, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs which can be reviewed at:

https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html

Indemnification

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss,

expense claims or demands arising out of **USER's** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on this _____ day of _____, 20_____.

USER

MUNICIPALITY

Witness

Witness

Schedule of Insurance*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the "**MUNICIPALITY**":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**. **MUNICIPALITY** shall be named as an "Additional Insured".

*Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that "Liquor Liability or Host Liquor Liability" coverage be provided by **USER**. For certain uses, it may be recommended that coverage for "Spectators" and/or "Athletic Participants" be required or that Sports Accident coverage be maintained by the **USER**.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said **FACILITY (IES)**,

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY's** prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

Example Certificate of Liability Insurance (COI)

DATE (MM/00/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER INSURED Group/Organization | CONTACT NAME: <u>Agent</u> PHONE: _____ FAX: _____ (DAY, MO, YR) ADDRESS: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ |
|---|--|

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| POLICY TYPE | TYPE OF INSURANCE | ADDITIONAL INFORMATION | | POLICY EFF. DATE (MM/00/YY) | POLICY EXP. DATE (MM/00/YY) | LIMITS | |
|-------------------|---|------------------------|-----|-----------------------------|-----------------------------|------------------------------|--------------|
| | | CLASS | NO. | | | DESCRIPTION | AMOUNT |
| GENERAL LIABILITY | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | FACIL OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE (X) (CGLM) | | | | | INSURANCE TO BE PAID | \$ 6,000,000 |
| | <input type="checkbox"/> EXCESS FROM PROPERTY DAMAGE | | | | | PRODUCER'S LIABILITY | \$ 3,000 |
| | OTHER APPROPRIATE LIMIT AMOUNTS PER POLICY | | | | | PERSONAL & AUTO LIABILITY | \$ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | ANY AUTO | | | | | PRODUCER'S COMPENSATION | \$ 1,000,000 |
| | ALL OWNED AUTOS | | | | | | |
| | HIRS OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (CSL) | \$ 4,000,000 |
| | NON-OWNED AUTOS | | | | | HOODY LIABILITY (No person) | \$ |
| | | | | | | HOODY LIABILITY (No working) | \$ |
| | | | | | | PROPERTY DAMAGE (EXCESS) | \$ |
| | UMBERTELLIAN | | | | | | |
| | EXCESS UMB | | | | | FACIL OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY EMPLOYEES WITHIN ANY ACQUISITION MAY BE EXCLUDED BY (Mandatory in NJ) | | | | | WC STATUTE | |
| | REGISTRATION OF CONTRACTORS below | | | | | OTHER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. OPERATOR - PALMYRA | \$ 100,000 |
| | | | | | | E.L. DEFENSE - PALMYRA | \$ 500,000 |

DESCRIPTION OF OPERATIONS (LOCATIONS) VEHICLES (Attach ACOPI 101, Additional Remarks Schedule, if more space is required)

Borough of Palmyra is additional insured ATIMA
 Athletic Participant Exclusion is deleted
 Volunteers are added as insureds

| | |
|--|---|
| CERTIFICATE HOLDER BOROUGH OF PALMYRA 20 W. BROAD ST. PALMYRA, N.J. 08065 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

ACKNOWLEDGMENT AND WAIVER OF LIABILITY-BOROUGH OF PALMYRA

NOTICE AND INSTRUCTIONS FOR COMPLETING THE BOROUGH OF PALMYRA ("PALMYRA") ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES FROM THE ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.

CAREFULLY READ THIS DOCUMENT AND THE ATTACHED ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A RECREATION PROGRAM OR EVENT LOCATED ON PALMYRA PROPERTY OR SPONSORED BY PALMYRA ("WAIVER").

THE ATTACHED WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

1. Background and Purpose

PALMYRA sponsor(s), offer(s) or makes available to the public the option and opportunity of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events sponsored by various independent/private youth athletic organizations, organized leagues, day camps, games, and instructional/ training programs, athletics and camps (collectively referred to hereinafter and in the attached WAIVER as the "PALMYRA RECREATION PROGRAM(S)"). These PALMYRA RECREATION PROGRAM(S) are held on PALMYRA MUNICIPAL PROPERTY and other public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any adult age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into a PALMYRA RECREATION PROGRAM, or seeking to otherwise voluntarily participate in a PALMYRA RECREATION PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this WAIVER to Ms. Michele Sykes, Scheduling Coordinator, or her Designee before utilization of particular facility or field, or the enrollment deadline set for the specific PALMYRA RECREATION PROGRAM in which participation/access is sought.

Enrollment and participation in any PALMYRA RECREATION PROGRAM(S) and permission to access any PALMYRA facilities/property and equipment to participate in or use at a PALMYRA RECREATION PROGRAM is expressly conditional on properly completing, signing, and returning this WAIVER in a timely manner.

Access to and participation in any PALMYRA RECREATION PROGRAM(S) and/or any PALMYRA facilities, property and equipment used in a PALMYRA RECREATION PROGRAM may be denied or revoked at any time for failure to properly complete, sign and return this WAIVER.

II. Acknowledgment of Agreement

ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND
WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY

DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC
ILLNESSES AT A INSERT NAME OF MUNICIPALITY RECREATION PROGRAM OR EVENT

I/WE, _____ (hereinafter "I/WE), acknowledge and represent that I/WE am/are the parent(s)/legal guardian(s) of:

(hereinafter referred to as the "PROGRAM PARTICIPANT(S)")

By signing this WAIVER and initialing each page, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C")(collectively the "PANDEMIC ILLNESSES");

I/WE further acknowledge, understand and agree that:

- 1.The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
- 2.Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
- 3.These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.
- 4.These 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 PALMYRA.
- 5.These PANDEMIC ILLNESSES 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 these 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 is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/ or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. PALMYRA sponsor(s), offer(s) or makes available to the public the option and opportunity of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events sponsored by various independent/private youth athletic organizations, organized leagues, day camps, games, and instructional/training programs and camps ("PALMYRA RECREATION PROGRAM(S)") which are essential to the social, physical, educational and character development and the mental and physical health of the public.
10. Attending or participating in any PALMYRA RECREATION PROGRAM poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by PALMYRA; (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect PALMYRA 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 these PANDEMIC ILLNESSES.
11. Attending and/or participating in a PALMYRA RECREATION PROGRAM may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all PROGRAM PARTICIPANTS, persons and other participants attending any PALMYRA RECREATION PROGRAM at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any PALMYRA RECREATION PROGRAM; 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 these PANDEMIC ILLNESSES at a PALMYRA RECREATION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to PALMYRA'S officials, officers, employees, and volunteers; and other participants/attendees of the PALMYRA RECREATION PROGRAM and their families.

I/WE, on behalf of ourselves, the PROGRAM PARTICIPANT(S) and the other dependents of my/our household, I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating in a PALMYRA RECREATION PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PALMYRA RECREATION PROGRAM.

