



RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ acknowledge that I am voluntarily participating in a tour (hereinafter “the tour”)
(PLEASE PRINT NAME)
of the facilities of the Rahway Valley Sewerage Authority (hereinafter “the Authority”), a wastewater treatment plant located at 1050 East Hazelwood Avenue, Rahway, New Jersey on _____
(DATE OF TOUR)

I am voluntarily participating in the Authority tour with full knowledge of all that is involved and I agree to assume any and all risks associated with injury and/or property damage whether the risks are known or unknown. Additionally, I give the Authority the right and permission to take and publish, reproduce, edit, exhibit, project, and/or display images or pictures of me, whether still, single, multiple, or moving, or in which I may be included in whole or in part, in color or otherwise, through any form of media (print, digital, electronic, broadcast or otherwise) online or elsewhere, for advertising, marketing, publicity, archival or any other lawful purpose.

I waive any right that I may have to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to me or unknown. I waive any right to royalties or other compensation arising from or related to the use of the image or product.

In consideration for being permitted by the Authority to take part in the tour, and participate in any activities connected with the tour, the undersigned, releases, waives, discharges and covenants not to sue the Authority, its officers, agents and/or employees from and for any and all liability, claims, demands, and causes of action, including but not limited to attorneys fees and costs of suit, arising out of or relating to any injury, loss or damage, that may be sustained, whether caused by the Authority or otherwise.

The undersigned is fully aware of the possible risks connected with the tour and voluntarily assumes full responsibility for any risk of injury, loss or damage whether caused by the Authority or otherwise, to the full extent permitted by New Jersey law. I also agree to indemnify and hold harmless the Authority from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement with the tour and to reimburse the Authority for any such expenses incurred, also subject to New Jersey law. It is the undersigned's express intent that this Release shall bind the undersigned and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the Authority.

In signing this Release, the undersigned acknowledges and represents that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as a free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement have been made;
- C. I am at least (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration, i.e. permission to utilize the facility, fully intending to be bound by the same.

I have carefully read this release and fully understand its contents. I am aware that this Release of Liability constitutes a contract between me and the Authority and I sign it of my own free will.

(Participant Signature) (Date)

(Participant - Print Name)

_____, _____, _____, _____
(Print Address) (Street) (Town) (State) (Zip)