

Township of Hampton Resolution _____

A Resolution of the Township of Hampton, County of Allegheny, Commonwealth of Pennsylvania Amending Township Resolution 1027, a Resolution establishing a Reopening and Future Operations Plan for the Township in conjunction with the Coronavirus (Covid 19)

WHEREAS, the Township of Hampton, as the result of the Coronavirus (Covid 19), instituted a Declaration of Emergency to protect the health, safety and welfare of the Hampton citizenry, and

WHEREAS, Township Council adopted Resolution 1027 on May 27, 2020 establishing a Reopening and Future Operations Plan for the Township, and

WHEREAS, it has become necessary to amend this plan to allow the Hampton Athletic Association (HAA) and Hampton Dolphins (Dolphins) to utilize Township facilities as of Monday, June 29, 2020, and

WHEREAS, agreements with the HAA and Dolphins have been prepared for the use of these facilities by each and are attached as an appendix to this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Township of Hampton hereby approves an amendment to the Township Covid 19 Reopening and Future Operations Plan permitting the use as of June 29, 2020 of the Township's McCully Baseball Fields Complex by HAA and the Township Outdoor Pool by the Dolphins in conjunction with the attached agreements.

ADOPTED, this 24th day of June 2020 by a majority vote of the Council of the Township of Hampton.

ATTEST:

TOWNSHIP OF HAMPTON

W. Christopher Lochner
Municipal Manager/Secretary

Michael L. Peters
Council President

APPENDIX “A”

Hampton Athletic Association Agreement

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement (the "Release") executed on this _____ day of _____, 2020, by the Hampton Athletic Association (hereinafter HAA), (the "Releasor") hereby releases the following Releasees and otherwise agrees as follows:

Releasees: The Township of Hampton, its Township Council, employees, agents, attorneys, and any other affiliated persons and entities, and all others, jointly, severally, and individually.

The Township of Hampton shall allow the Hampton Athletic Association use of Township facilities, including baseball fields, during the summer of 2020.

The Releasor, HAA, hereby agrees to follow all CDC guidelines in regard to social distancing and gatherings, along with any and all directives and regulations issued by the Commonwealth of Pennsylvania, Governor Wolf and/or the PA Department of Health. HAA shall name Hampton Township as an additional insured on their liability insurance policy.

The terms of the within Release can be extended by mutual agreement and in writing by both parties.

WAIVER AND RELEASE: HAA hereby releases and forever discharges and holds harmless the Releasees from any and all liability, claims and demands of whatsoever kind or nature, either in law or in equity, which arise or may hereafter arise, from the use of Township facilities, including baseball fields. The HAA understands and acknowledges that this Release discharges Releasees from any liability or claim that may be made with respect to bodily injury, personal injury, illness (including COVID-19), death and/or property damage that may result from the HAA use of Hampton Township facilities, including baseball fields, during the summer of 2020.

INSURANCE: The HAA, in consideration of the above, shall add Hampton Township as an additional insured to their liability insurance policy to cover any and all claims that shall arise from use of the Hampton Township facilities, including baseball fields, and provide written confirmation to the Township.

COVENANT NOT TO SUE, the Releasor, hereby releases, waives and forever discharges and covenants not to sue Hampton Township, and all Releasees, full or part time insurers, and/or individuals associated with Hampton Township for any claims made for injuries, illness (including COVID-19) and/or damages resulting from the HAA's use of Hampton Township facilities, including baseball fields.

INDEMNIFICATION: In the event that any claims are made against Hampton Township/Releasees by anyone, including third parties, the HAA shall indemnify and hold Hampton Township/Releasees harmless from any and all liability, claims, losses, damages or costs that the Releasees may incur, including attorney's fees.

The within Release, Waiver of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and if any portion hereof is held invalid, it agreed that the remaining provisions notwithstanding, shall continue in full force and legal effect.

By signing below we express our understanding and intent to enter into this Release, Waiver of Liability and Indemnification Agreement willing and voluntarily.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have hereunto set our hands and seal on the below date.

Date

By: _____,
on behalf of the Hampton Athletic
Association

APPENDIX “B”

Hampton Dolphins Agreement

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement (the "Release") executed on this _____ day of _____, 2020, by the Hampton Dolphins, (the "Releasor") hereby releases the following Releasees and otherwise agrees as follows:

Releasees: The Township of Hampton, its Township Council, employees, agents, attorneys, and any other affiliated persons and entities, and all others, jointly, severally, and individually.

The Township of Hampton shall allow the Hampton Dolphins use of Township facilities, including the pool, during the summer of 2020.

The Releasor, Hampton Dolphins, hereby agrees to follow all CDC guidelines in regard to social distancing and gatherings, along with any and all directives and regulations issued by the Commonwealth of Pennsylvania, Governor Wolf and/or the PA Department of Health. HAA shall name Hampton Township as an additional insured on their liability insurance policy.

The terms of the within Release can be extended by mutual agreement and in writing by both parties.

WAIVER AND RELEASE: The Hampton Dolphins hereby release and forever discharge and hold harmless the Releasees from any and all liability, claims and demands of whatsoever kind or nature, either in law or in equity, which arise or may hereafter arise, from the use of Township facilities, including the pool. The Hampton Dolphins understand and acknowledge that this Release discharges Releasees from any liability or claim that may be made with respect to bodily injury, personal injury, illness (including COVID-19), death and/or property damage that may result from the Hampton Dolphins use of Hampton Township facilities, including the pool, during the summer of 2020.

INSURANCE: The Hampton Dolphins, in consideration of the above, shall add Hampton Township as an additional insured to their liability insurance policy to cover any and all claims that shall arise from use of the Hampton Township facilities, including the pool, and provide written confirmation to the Township.

COVENANT NOT TO SUE, the Releasor, hereby releases, waives and forever discharges and covenants not to sue Hampton Township, and all Releasees, full or part time insurers, and/or individuals associated with Hampton Township for any claims made for injuries, illness (including COVID-19) and/or damages resulting from the Hampton Dolphins' use of Hampton Township facilities, including the pool.

INDEMNIFICATION: In the event that any claims are made against Hampton Township/Releasees by anyone, including third parties, the Hampton Dolphins shall indemnify and hold Hampton Township/Releasees harmless from any and all liability, claims, losses, damages or costs that the Releasees may incur, including attorney's fees.

The within Release, Waiver of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and if any portion hereof is held invalid, it agreed that the remaining provisions notwithstanding, shall continue in full force and legal effect.

By signing below we express our understanding and intent to enter into this Release, Waiver of Liability and Indemnification Agreement willing and voluntarily.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have hereunto set our hands and seal on the below date.

Date

By: _____,
on behalf of the Hampton Dolphins