

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT for the use of the Facilities of Birchwood Swim & Tennis Club in 2020

Acknowledging that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and is extremely contagious and is believed to spread mainly from person-to-person contact, and furthermore that swimming, tennis, paddle sports and other activities at the Club are potentially hazardous and may result in exposure to or infection by COVID-19, and that sanitation measures cannot guarantee elimination of all risks of contracting the COVID-19 virus, I hereby agree to the following as a condition of use of the Birchwood Swim & Tennis Club's swimming pool, tennis courts, paddle tennis courts, facilities and grounds (the "Club's Facilities") by me and all persons who are part of my Club membership:

I have read and am familiar with the Club's rules and regulations concerning use of its facilities in effect for 2020 (the "2020 Rules") and will read and become familiar with any updates to those rules;

I understand that the 2020 Rules will be strictly enforced, and violation of those rules may result in suspension of my and anyone on my Club membership's ability to use the Club's facilities;

Prior to being permitted entry and use of the Club's facilities, I may be required to provide satisfactory answers to questions concerning my and my family's health status and possible exposure to COVID-19 posed by Club employees and staff, and I agree to provide truthful and complete answers to such questions;

I will immediately report to the Club at the e-mail address birchwood10514@gmail.com a positive COVID-19 test for myself, and any person within my residence or part of my Club membership;

In the event of a positive COVID-19 test for myself, or any person within my residence or part of my Club membership, I and all members who are part of my Club membership may be denied access to the Club's Facilities until such time as a proper quarantine period has lapsed without symptoms and all such persons have tested negative for COVID-19; and furthermore

IN CONSIDERATION of being permitted to participate in any way in activities at Birchwood Swim & Tennis Club in 2020, including but not limited to the use of the Club's swimming pool, tennis courts, paddle tennis courts or other Club facilities, the UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Birchwood Swim & Tennis Club, Inc., and all of its directors, officers, agents, volunteers, staff, independent contractors, members and employees (hereinafter referred to as "Releasees"), FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE RELATING TO COVID-19, INCLUDING DISEASES TO THE PERSON OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS to the fullest extent permitted by law the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the use of the Club's Facilities in 2020, including but not limited to exposure to or infection with COVID-19, by myself or anyone covered by my Club membership WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that ACTIVITIES AT THE CLUB IN 2020 MAY BE DANGEROUS and involve the risk of exposure to infectious diseases including COVID-19, and may result in serious illness, injury and/or death and ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF ILLNESS, BODILY INJURY, EXPOSURE, or DEATH arising out of or related to the Undersigned's or any person on their Club membership's participation in activities at the Club's Facilities during the year 2020, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____

DATE: _____

PRINT NAME: _____

DATE OF BIRTH (M/D/YYYY): _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release. I fully consent to and voluntarily authorize the Minor to execute said Release (or, if applicable, have voluntarily executed said Release on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: _____

DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____