

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The CDC is responding to a pandemic of respiratory disease spreading from person to person caused by a novel (ne) coronavirus. The disease has been named ‘Coronavirus disease 2019’ (abbreviated “COVID-19”). This situation poses a serious public health risk. COVID-19, has been declared a worldwide pandemic by the spread mainly from person-to-person contact. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 can cause mild to severe illness with serious underlying medical problems. As a result, federal, state and local governments along with federal and state health agencies implemented various measures to prevent the spread of COVID-19, including but not limited to limiting travel outside the home to essential activities, practicing social distancing, wearing cloth masks while in public and increased sanitization practices.

While Super Splasher Aquatics (the “Agent”) has implemented preventative measures to help reduce the spread of COVID-19, the Agent cannot guaranty that it’s preventative measures have been fully implemented or that they will be effective to prevent the spread of COVID-19. As a result, the Agent cannot guaranty that you will not become infected with COVID-19 while using our facility, included but not limited to pools, pool decks, restrooms/locker rooms and other spaces in and around the facility. Using the facility, especially if you re age 65 or older or have seriously underlying medical conditions could increase your risk of contracting COVID-19.

By signing this agreement:

1. I understand and acknowledge the contagious nature of COVID-19;
2. I understand and acknowledge that using the Club facilities may increase my chances of becoming exposed to or infected with COVID-10, especially if I am over the age of 65 or have underlying medical issues.
3. I understand and acknowledge that if I become exposed to or infected with COVID-19, and that such exposure may result in personal injury, illness, permanent disability or death;
4. I understand and acknowledge that if I become infected with COVID-19, and I do not exhibit signs of illness I may [ass the disease to others with whom I come in contact (including my family) and they in turn may experience personal injury, illness, permanent disability or death; and
5. I understand and acknowledge that the risk of becoming exposed to or infected by COIVD-19 while using the Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Agent’s Employees, contractors, agents and other members and their families.

Based on my full and clear understanding of the forgoing risks, I voluntarily agree to assume all of said risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim liability, or expense of any kind that I may experience or incur in connection with my use of Agent’s Facilities (“Claims”). On my behalf, and on behalf of my heirs, I hereby release, covenant not to sue, discharge, defend and indemnify (hold harmless) the Agent and their respective employees, agents affiliates, partners and representatives, whether a COVID-19 infection occurs before, during or after participation.

DATE: _____ PRINTED NAME: _____

SIGNATURE: _____

ACTIVITY PARTICPATING: _____

DURATION OF ACTIVITY: _____