

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

Please read this document carefully and in its entirety.

COVID-19 Warning

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

SwimSafe Pool Management (SSPM) and The Club at Harper's Point (CHP) have put in place preventative measures to reduce the spread of COVID-19; however, SSPM and CHP cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending training could increase your risk and your child(ren)'s risk of contracting COVID-19.

Acknowledgment of Risk

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending training and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, facility employees and program participants.

Waiver & Release

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance or participation ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless SSPM and CHP, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of SSPM and CHP, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

Signature _____ Print: _____ Date: _____

