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**Waiver and Release of Liability Relating to Coronavirus/COVID-19**

COVID-19 is 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.

The Water's Edge Aquatic Center ("The Water's Edge") has put in place Operating Policies and Procedures, approved by the DuPage County Health Department, as a means to reduce the spread of COVID-19 during the re-opening of the facility. I, for myself and on behalf of my child(ren) willingly agree to comply with these policies and procedures. However, I understand that participation in activities at The Water's Edge includes possible exposure to and illness from infectious diseases, including COVID-19, even when these policies and procedures are followed.

Therefore, in consideration of being permitted to enter The Water's Edge or allowed to participate in any activity at The Water's Edge, I acknowledge the contagious nature of COVID-19 and the risk of injury that may result from exposure or infection to the same. I voluntarily agree to assume these 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 at The Water's Edge or participation in programming at The Water's Edge ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless The Water's Edge, the Village of Bensenville, 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 The Water's Edge, the Village of Bensenville, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Water's Edge Aquatic Center program.

I further expressly agree that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read, I fully understand, and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement and further agree that no oral representations, statements or inducement apart from the foregoing written agreement has been made.

Participant Name: \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Date \_\_\_\_\_

Participant or Parent/Guardian of Participant Signature: \_\_\_\_\_

