

### **Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19**

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.

The Mercer County Community College Swimming Pool has put into place preventative measures to reduce the spread of COVID-19; however, Mercer County Community College cannot guarantee that you will not become infected with COVID-19. Further, attending the Mercer County Community College Swimming Pool could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Mercer County Community College Swimming Pool 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 at the Mercer County Community College Swimming Pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MCCC Swimming Pool employees, members and their families.

I voluntarily agree to assume all of the foregoing 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 attendance at the Mercer County Community College Swimming Pool. On my behalf, I hereby release, covenant not to sue, discharge and hold harmless Mercer County Community College, 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 have read and understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Mercer County Community College Swimming Pool, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in any Mercer County Community College Swimming Pool program.

**Signature of Rental Party:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name of Rental Party Representative:** \_\_\_\_\_