

Coronavirus/COVID-19 Release of Liability and Assumption of Risk Agreement

The novel coronavirus, also known as COVID-19, has been declared a pandemic by the World Health Organization. COVID-19 is a highly contagious virus and is believed to spread through person-to-person contact. As a result, federal, state, and local governments and health agencies recommend practicing safe social distancing. You are solely responsible for complying with all governmental orders and recommendations. Failure to do so may increase your risk of exposure to or infection by COVID-19 and that of other persons.

Aqua Club, Inc. (“**Aqua Club**”) is taking this situation very seriously and has put in place a number of measures to reduce the spread of COVID-19, including sanitizing “high-contact” surfaces, limiting equipment use, restricting locker room access, and recommending the use of a mask when not in the pool, among others. Despite these measures, however, it is not possible to completely eliminate the risk posed by COVID-19, and Aqua Club cannot guarantee that its members and guests will not be exposed to or infected by COVID-19.

No Recent Diagnosis or Exposure to COVID-19. I represent that I have not been diagnosed with COVID-19, and that in the past 14 days I have not had a fever, cough, shortness of breath, sore throat, chills, loss of taste or smell, or other symptom associated with COVID-19, and, to the best of my knowledge, have not been exposed to a known or suspected case of COVID-19. If any of these representations changes, I will immediately notify Aqua Club.

Assumption of Risk. I acknowledge the contagious nature of COVID-19 and the risk that my family, my guests, and I may be exposed to or infected by COVID-19 at Aqua Club, and that exposure or infection by COVID-19 may lead to injury, illness, permanent disability, or death. I also acknowledge that the risk of exposure or infection by COVID-19 may result from my own acts, omissions, negligence, or gross negligence as well as that of my family members, my guests, and also Aqua Club’s employees, members, guests, and their families. Being fully informed of these risks, I voluntarily assume and accept all of these risks, accept sole responsibility for any illness, disability, death, damage, loss, claim, liability, property damage, or expense of any kind or nature arising out of, related to, or in connection with the attendance and use of Aqua Club and its property, facilities, equipment, and services (the “**Claims**”) that my family, my guests, or I may incur or suffer.

Waiver and Release of Liability; Covenant Not to Sue. In consideration of being permitted to access and use Aqua Club and its property, facilities, equipment, and services, I hereby agree, for myself and for my family (including any minor children of which I am the parent or guardian), heirs, personal representatives, and assigns, to unconditionally, irrevocably, and forever release, discharge, covenant not to sue, and hold harmless Aqua Club, its directors, officers, managers, employees, contractors, representatives, members, and agents of and from the Claims (as defined above), regardless of whether a COVID-19 infection occurs before, during, or after our attendance and use of Aqua Club or its property, facilities, equipment, and services. I understand and agree that this waiver and release of liability and covenant not to sue includes, but is not limited to, any Claims based, in whole or in part, on the acts, omissions, negligence, or gross negligence of Aqua Club and its directors, officers, managers, employees, contractors, representatives, members, and agents.

Rules and Regulations. In consideration of being permitted to access and use Aqua Club and its property, facilities, equipment, and services, I hereby agree that I, and any guest and any minor children of which I am a parent or guardian, will fully comply with Aqua Club's rules and regulations and with all signage posted at Aqua Club.

Acknowledgment of Understanding. I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I am giving up substantial and valuable rights, including the right to sue Aqua Club or its directors, officers, managers, employees, contractors, representatives, members, and agents. Nonetheless, I agree to the terms of this Agreement, acknowledge that I am signing this Agreement freely and voluntarily, and intend my signature to be an unconditional waiver and release of liability to the fullest extent allowed by law. I understand and agree that this waiver and release of liability and covenant not to sue is signed on my behalf and on behalf of all minor children of which I am the parent or guardian.

Print Full Name of Member or Guest

**Signature of Member or Guest or, if under
age 18, Parent/Guardian**

Date