

ASSUMPTION OF RISK AND WAIVER OF LIABILITY
REGARDING COVID-19
KSC STAFF MEMBERS

No one, including staff members, shall be permitted on the grounds of Karakung Swim Club unless that person (or, in the case of a minor, an adult with legal capacity to act on the minor's behalf) has executed this document.

_____ (the "Employee") has accepted employment (name of KSC staff member, whether over or under age 18) at Karakung Swim Club, 1800 Karakung Drive, Ardmore, PA 19003 ("KSC" or "the Club"), and/or is employed as a contractor (including, but not limited to, working at the KSC Snack Bar or coaching the KSC Swim Team), during the summer of 2020. In consideration of the acceptance of said employment, the Employee (or, if the employee is under the age of 18 (a "Minor"), the Employee's parent or legal guardian) and the Club agree as follows:

The novel coronavirus, **COVID-19**, has been declared a worldwide pandemic by the World Health Organization. It is highly contagious. **It can cause serious medical complications, life threatening illness, and death.** It is believed to spread primarily from person-to-person contact, through droplets in the air, and/or by contact with surfaces contaminated by the virus. People reportedly may carry the disease although they display no symptoms of it; these asymptomatic carriers can communicate the disease to others. There is no known treatment, cure, or vaccine for COVID-19.

KSC cannot prevent anyone from being exposed to, contracting, or communicating COVID-19 to others at the Club. **It is impossible to prevent against the presence or transmission of COVID-19.** If you choose to come to and/or work at the Club, you may be exposing yourself and your family to and/or increasing the risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: The Undersigned has read and understands the above warning regarding COVID-19. The Undersigned knowingly, voluntarily, and intelligently accepts on behalf of themselves and any minor employee the risk of being exposed to, contracting, and spreading COVID-19, as a result of working at the Club. The Undersigned further recognizes that such exposure may result in personal injury, serious illness, or death to the Undersigned and/or the Minors. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, ILLNESS, BODILY INJURY, OR DEATH.** The risk of exposure may arise from the acts, omissions, or negligence of the employee or others, including but not limited to KSC members, guests, directors, employees, contractors, staff, or other agents. **I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS** in relation to COVID-19 on behalf of myself and the Minors and accept sole responsibility for any injury or illness that may occur.

WAIVER OF LAWSUIT/LIABILITY: The Undersigned, on behalf of himself/herself and the Minors, hereby forever release and waive the right to bring suit against Karakung Swim Club, its members, guests, directors, employees, contractors, staff, or other agents in connection with exposure, infection, and/or spread of COVID-19. I understand that the Undersigned and the Minors hereby relinquish our rights to file any claim for personal injuries, illness, death, disease, incapacity, loss of income, and any other loss, claim or impact, including but not limited to claims

alleging negligence. This waiver extends to any and all claims of injury, illness, death or other damages, whether foreseen or unforeseen, known or unknown.

COMPLIANCE WITH RULES AND REGULATIONS: The Undersigned, on behalf of himself/herself and the Minors, acknowledges that KSC has promulgated detailed new Rules and Regulations (“Rules”) of the Club for the 2020 operating season in response to COVID-19 and acknowledges receiving a copy of them. The Undersigned acknowledges and agrees that the Rules cannot and will not protect or prevent the Undersigned and the Minors from being exposed to, contracting, or spreading COVID-19. The Club makes no guaranty, representation, or warranty (express or implied) to this effect. The Undersigned agrees on his/her own behalf **and on behalf of the Minors**, to obey and follow the Rules and to **cause the Minors to obey the Rules**. The Undersigned recognizes that the Rules may need periodic amendment to comply with federal, state, and local guidance and agrees to comply with said amendments.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I FREELY AND KNOWINGLY, ON BEHALF OF MYSELF AND ON BEHALF OF THE MINORS, ASSUME THE RISKS STATED HEREIN AND WAIVE MY RIGHTS CONCERNING LIABILITY AND THE BRINGING OF CLAIMS AND THE SEEKING OF DAMAGES AS DESCRIBED ABOVE.

Employee Signature

Date

Employee Printed Name

Only if the employee is under the age of 18 at the time this document is executed, a parent or legal guardian **must also print and sign below.**

Parent/Legal Guardian Signature

Date

Parent/Legal Guardian Printed Name