

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**  
**REGARDING COVID-19**

- **No guest shall be permitted on the grounds of Karakung Swim Club unless the guest has completely and legibly executed a COVID-19 waiver.**
- **If the guest is a minor (under age 18), THE MINOR’S PARENT OR LEGAL GUARDIAN must execute the waiver. A KSC Member cannot execute a waiver for someone else’s child. There are no exceptions to this rule.**

Sponsoring KSC Member Name: \_\_\_\_\_ Bond #: \_\_\_\_\_  
*(print member name)*

The following guests, \_\_\_\_\_  
*(legibly print the first and last names of all guests, including adults and children)*

\_\_\_\_\_ (“Guests”)

**in consideration for** the Guests gaining access to Karakung Swim Club, 1800 Karakung Drive, Ardmore, PA 19003 (“KSC” or “the Club”) for purposes of swimming and other recreational activities, 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 aerosols and 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 you and your family from being exposed to, contracting, or communicating COVID-19 to others. **It is impossible to prevent against the presence or transmission of COVID-19.** If you choose to come to 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 Guest and/or the Guest’s Parent or Legal Guardian (hereinafter “Guest”) has read and understands the above warning regarding COVID-19. The Guest knowingly, voluntarily, and intelligently accepts the risk of being exposed to, contracting, and spreading COVID-19, as a result of accessing the Club. The Guest further recognizes that such exposure may result in personal injury, serious illness, or death to the Guest. **THE GUEST 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 guest 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/or my child and accept sole responsibility for any injury or illness that may occur.

**WAIVER OF LAWSUIT/LIABILITY:** The Guest hereby forever releases and waives the right to bring suit against Karakung Swim Club, its members, guests, directors, employees, contractors, staff, or

# GUESTS

other agents in connection with exposure, infection, and/or spread of COVID-19. I understand that the Guest hereby relinquishes his/her right 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 Guest 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. They are posted opposite the sign-in desk, in the Pool Manager’s Office, and in the glass case adjacent to the snack bar. The Guest acknowledges and agrees that the Rules cannot and will not protect or prevent the Guest from being exposed to, contracting, or spreading COVID-19. The Club makes no guaranty, representation, or warranty (express or implied) to this effect. The Guest agrees to obey and follow the Rules and to **cause any minor guest(s) to obey the Rules.** The Guest 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, INCLUDING ON BEHALF OF ANY 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.**

\_\_\_\_\_  
Guest #1 Signature if Age 18 or Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest #1 Printed Name

\_\_\_\_\_  
Guest #2 Signature if Age 18 or Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest #2 Printed Name

If the guest is under the age of 18, **the guest’s parent or legal guardian** must sign and print below.

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian Printed Name