Springwood Swim Club

Key agreement signature

Assumption of the 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.

Springwood Swim Club (“the pool”) has put in place preventative measures to reduce the spread of COVID-19; however, the club cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the 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 Pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Pool employees, volunteers, and program participants and their families. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Pool, its employees, agents, and representatives, 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 Pool, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Pool program.

For and in consideration of my family’s participation and use of Springwood Swim Club and other valuable consideration, the undersigned parents or guardian(s) consent to their family and friends participating in activities and the use of Springwood Swim Club and release Springwood Swim Team, Springwood Swim Club, its members, officers and/or Board of Directors from any liability or claim resulting from any accident or injury sustained by the family during or while traveling to or from Springwood Swim club, club activities (i.e. swim meets,) or events; further I/we agree to indemnify and assume all expenses, costs and fees, and loses arising from said injury or accident to said family/friend; and to hold Springwood Swim Team, Springwood Swim Club, its members, Officers, employees, and board of Directors free and harmless there-from. I understand that no lifeguards will be present, and I and my family fully assume all related risk. This agreement remains in effect until the cancellation of your membership.

I agree to follow all rules related to key ownership and will surrender my key should I choose not to follow the rules.

Member Name: (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Key given:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Given and recorded by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_