**COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for the safety and actions of my child while using the Cottonwood pool (the “Pool”). My child will comply with all policies and rules imposed by the Cottonwood Swim Team (“Team”) and the Cottonwood Homeowners Association (“HOA”), including but not limited to all of their policies, guidelines, signage, and instructions that pertain to the Pool. My child will comply with any and all Pool rules and prevailing state and federal guidelines as it relates to social distancing, minimizing contact with high touch surfaces, capacity restrictions, frequent handwashing, etc.
2. Because the Pool is open for use by other individuals, I recognize that my family, my child and my allowed guests (if any) are at risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of myself, my family, my guests, my spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Team or the HOA, their board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained related to COVID-19, whether caused by the negligence of the Released Parties, any third-party using the Pool, or otherwise, while participating in any activity while in, on, or around the Pool and/or while using any Team or HOA maintained or managed facilities, tools, equipment, or materials.
3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to the use of the Pool or HOA facilities, tools, equipment, or materials by myself, my family or my guests, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Pool to decide whether to sign this document. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Tennessee law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child(ren) participating with the Cottonwood Swim Team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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