

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON THE PREMISES at Woodhaven Swim & Tennis Club and participate in any activities (the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have capacity to contract, hereby acknowledge and agree to the following:

1. I hereby acknowledge and agree that participation in the Activity comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with the Activities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Activities participation and that said list in no way limits the operation of this Agreement.
2. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") and the Ohio Department of Health ("ODH") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC and ODH guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. I understand that COVID-19 is contagious and can lead to severe illness, personal injury, disability, and death.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities on the premises. I further understand that Woodhaven Swim & Tennis Club does not warrant that COVID-19 infection will not occur through participation in the Activities.
4. I acknowledge and fully assume the risk of illness or death related participation in the Activities, including the risk associated with COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) Woodhaven Swim & Tennis Club, its officers, directors, agents, employees and assigns (the "Releasees") from any liability related to COVID-19 or any other illness or injury which might occur as a result of my being on the premises of Woodhaven Swim & Tennis Club and participating in the Activities.
5. I shall indemnify, defend and hold harmless the Releasees from any and against all claims, demands, suits judgments, losses or expenses of any nature whatsoever (including attorneys' fees and costs) arising from or out of, or relating to, directly or indirectly the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Agreement shall bind any assigns and representatives and shall be deemed as a RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the above-named Releasees. This Agreement and the provisions herein shall be construed under the laws of the State of Ohio.

I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASEES TO BE ON THE PREMISES AND PARTICIPATE IN ACTIVITIES AT WOODHAVEN SWIM & TENNIS CLUB.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its terms and sign it voluntarily as my own free act; no oral representations, statement, or inducements, apart from the foregoing written agreement have been made; I am at least 18 years of age, competent and I execute this Agreement for full, adequate and complete consideration of my own free will.