

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at Wexford Leas Swim Club hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

I understand and agree that any gathering, including a gathering at the Wexford Leas Swim Club's pool and amenities ("Amenities"), creates a risk of exposure to COVID-19, a dangerous viral disease that can cause severe harm, including death. I understand and agree that social distancing guidelines, along with other precautions, may reduce the possibility of COVID 19 exposure, but that all gatherings regardless of the precautions taken have a substantial risk of COVID 19 exposure. I am entering the Amenities of my own risk and that my minor children's own risk.

While at the Amenities, I agree to abide by all social distancing and related guidelines, including those listed by the Amenities, recommended by the local, state, and the federal government. I will also ensure that my minor children will abide by the above. I have read and understood all guidelines issued by the Amenities, local, state, and federal government, including but not limited to the New Jersey Governor's executive orders related to COVID-19 and the New Jersey COVID-19 Outdoor Pool Standards.

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") 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 guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to 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 contract) Wexford Leas Swim Club & Racquet Club their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT

NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of New Jersey.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

I agree and acknowledge that continued use of the Amenities during the COVID 19 outbreak, in accordance with the other terms of my membership agreement, constitutes proper and reasonable consideration for the waivers contained herein.

I understand all terms in this waiver agreement, and I have no questions regarding the agreement.

Amenities have offered me the opportunity to edit this waiver agreement and to have this waiver agreement reviewed by an attorney. I expressly agree and acknowledge that Amenities and I developed the language of this waiver agreement mutually, and the rule of construction against the drafter shall not apply to the interpretation of this agreement.

In the event that any provision, clause, or portion of this waiver agreement shall be determined to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining provisions of this agreement are deemed severable and shall remain in full force and effect to the fullest extent permitted by law, unless the waiver agreement, as so construed, would substantially frustrate the purpose of the Parties in entering into this waiver agreement.

This agreement constitutes the full and complete agreement of the parties hereto concerning its subject matter, it supersedes any prior or contemporaneous representations, whether oral or written, and it may not be modified or amended except by a written instrument signed by the parties hereto.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; 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 Agreement for full, adequate and complete consideration fully intending to be bound by same.

I am the legal guardian of the following minor children and have the authority to enter into contracts on their behalf. _____, _____

_____, _____

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 200_____.

SIGNATURE: _____

NAME: _____