

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In consideration for entering and using the facilities at the Deer Brook Swim and Tennis Club located at 300 Tavistock Drive also known as 50 Jackson Road, Medford, New Jersey 08055 (the "Deer Brook Swim and Tennis Club"), I, for myself and on behalf of my minor children (hereinafter collectively referred to as "I" or "me") agree as follows:

1. I understand the hazards of the coronavirus ("COVID-19"), the risks associated with contracting COVID-19, and the risks to others as a result of the contagious nature of COVID-19.
2. I have reviewed, understand, and agree to the duties and obligations placed on me by:
 - (a) New Jersey State Executive Orders pertaining to COVID-19 including but not limited to Executive Order 153 (2020);
 - (b) Department of Health Guidelines titled New Jersey COVID-19 Outdoor Pool Standards;
 - (c) Centers for Disease Control and Prevention ("CDC") guidelines pertaining to COVID-19.
3. I understand that Executive Orders and Guidelines change from day to day and I agree to review any and all new Executive Orders and Guidelines, understand same, and comply with same.
4. I understand and agree that to (i) be on the premises of the Deer Brook Swim and Tennis Club, (ii) use its facilities, and (iii) participate in any activities (hereinafter (i), (ii), and (iii) are collectively referred to as "Activities"), I shall comply with the Executive Orders and Guidelines identified in this Waiver, any and all new Executive Orders and Guidelines pertaining to COVID-19 that may be developed, and any and all Deer Brook Swim and Tennis Club rules, policies, and/or guidelines.
5. I understand and agree that while the Executive Orders and Guidelines identified in this Waiver are intended to help reduce the spread of COVID-19, because the Deer Brook Swim and Tennis Club is open for use by other individuals, I am at higher risk of contracting COVID-19 by participating in Activities.
6. I hereby acknowledge and fully assume the risk of illness or death related to COVID-19 arising from Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Deer Brook Swim and Tennis Club, the Deer Brook Civic Association, the Deer Brook Booster Committee, the Boards associated with the Deer Brook Swim and Tennis Club, their owners, officers, directors, agents, volunteers, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my participation in Activities, which includes being on the premises.
7. 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 brought by any party.
8. 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 ACTIVITIES.

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.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2020.

SIGNATURE: _____

PRINT NAME: _____

MINOR CHILD(REN): _____