

## **Nor-Gwyn Pool Commission Combined Participation/Registration/COVID-19 Waiver**

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND CONSENT AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the NOR-GWYN POOL ("Pool") operations, including entering upon, using and enjoying the swimming pool, pool facilities, and other amenities (hereinafter "Activities"), I, for myself, for personal representatives, assigns, heirs, next of kin, listed members on my account, my minor children or children under my care, and all sponsored guests:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.
2. FULLY UNDERSTAND THAT: NOR-GWYN POOL: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"), (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or THE NEGLIGENCE OF THE "RELEASED PARTIES" NAMED BELOW, (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activities.
3. AGREE TO ABIDE by the Nor-Gwyn's Pool Commission's rules for safe use of our pool and facilities including honoring our rules for familial relationship for registered family members. Further agree to treat our employees, management and other patrons with dignity and respect while using our facilities. Copy of rules available upon request.
4. FULLY UNDERSTAND THAT the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.
5. ACKNOWLEDGE THAT I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, THE PROHIBITION ON THE CONGREGATION OF GROUPS OF PEOPLE, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT POOL ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE EXPOSED, INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES AT THE POOL. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. The Nor-Gwyn Pool Commission has put in place preventative measures to reduce the spread of COVID-19; however, the Commission cannot guarantee that you or your child(ren) will not be exposed or become infected with COVID-19. Further, attending Activities at the Pool could increase your risk and your child(ren)'s risk of contracting COVID-19.
6. ACKNOWLEDGE that by entering the Pool area, I represent on behalf of myself and my children that we have no symptoms of COVID-19, are feeling well and that we have not knowingly been exposed to anyone who has COVID-19.
7. ACKNOWLEDGE that by signing this agreement, I am aware of 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

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death (“COVID-19 Risk” and together with “RISKS” referred to as “ALL RISKS”). 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 Commission employees, volunteers, and program participants and their families.

8. VOLUNTARILY AGREE TO ASSUME ALL RISKS and accept sole responsibility for any exposure and/or injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my attendance and my child(ren)’s attendance at the Pool or participation in Pool Activities (“Claims”).
9. ON MY BEHALF AND ON BEHALF OF MY CHILDREN, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS the Nor-Gwyn Pool Commission, Upper Gwynedd Township, the Borough of North Wales, and their respective administrators, officers, directors, managers, boards, departments, employees, members, volunteers, agents, representatives, other participants, any sponsors, advertisers, tenants of the premises on which the Activities take place, and the respective heirs, successors and assigns of those listed (the “Released Parties”) OF AND FROM ALL CLAIMS, INCLUDING ALL LIABILITIES, DEMANDS, ACTIONS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASED PARTIES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND INCLUDING WHETHER A COVID-19 EXPOSURE AND/OR INFECTION OCCURS BEFORE, DURING OR AFTER PARTICIPATION IN ANY POOL ACTIVITY AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND CONSENT AGREEMENT I, or anyone on my behalf, makes a claim against any of the "RELEASED PARTIES", I WILL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE “RELEASED PARTIES” from any litigation expenses, attorney fees, loss, liability, damage, or cost from any such claim.
10. By execution below, I acknowledge and represent (i) that I have read the foregoing, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. ACCEPTING MEMBERSHIP THROUGH ANY MEANS, INCLUDING ON-LINE TRANSACTIONS CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS FOR MEMBERSHIP.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Member/Patron/Guest Signature

\_\_\_\_\_  
Date