

Guest Waiver

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and is believed to be spread from person-to-person contact. Nine Oaks Swim & Tennis Club (the "Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, your physical presence at the Club and its activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

By agreeing to this statement, I acknowledge 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 Club activities and that such exposure or infection may result in personal injury, illness, permanent disability or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club and its activities may result from the actions, omissions, or negligence of myself and others, including but not limited to, Club employees, volunteers, and their family members.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation at the Club or Club activities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge and hold harmless the Club its employees, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after attendance at the Club and its activities.

I agree to protect, defend, indemnify and hold harmless the Club (as well as its volunteers, contractors, officers, directors, employees, representatives, attorneys, and insurers) regarding any of the Claims, and shall be liable to pay attorneys' fees and costs incurred by the Club or any of the foregoing persons mentioned in this paragraph in the event that I or any person on my behalf bring a Claim that has been otherwise waived by this agreement.

Guest/Family Name

Member Name

Signature (Parent/Guardian if under 18)

Date