

## **Pool Rats Swim Team COVID-19/Waiver and Release**

The Pool Rats Swim Team has adopted the following Waiver and Release ("**Waiver and Release**") for the safety and health of participants using the swimming pool and pool deck and the undersigned hereby agrees to all of the terms of this Waiver and Release in exchange for being permitted to participate in the 2020 modified swim team.

Each swimmer's parent or guardian must sign this Waiver and Release and follow the General Rules herein when using the pool/pool deck. These General Rules are subject to change without notice.

### **A. General Rules**

Participants must adhere to the following rules and guidelines when participating in swim practice:

- DO NOT enter the gated pool deck area if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Thoroughly wash your hands before entering the pool.
- Only registered swimmers and assigned parent volunteers may enter the gated pool deck area during practices.
- *2020 Pool Rats Swim Team Swimmer Requirements and Expectations* will apply.
- Orchard Brook Pool Rules will apply.
- OBHA Pool rules and Pool Rats Swim Team rules are subject to change at any time

### **B. COVID-19 Inherent Dangers**

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Amenities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the Amenities. Although it is believed that COVID-19 cannot be contracted through water in a swimming pool, I understand that neither the Association nor the pool company makes any representations or warranties that I will not contract COVID-19 swimming in the pool or that the chemicals treating the pool will protect me from contracting COVID-19.

I am aware that frequently touched surfaces include, but are not limited to, the following:

- Pool gates, decks, fences, and railings
- Stair railings, pool ladders and the diving board

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Pool Rats Swim Team nor the Orchard Brook Home Owners Association does not owe me a legal duty to take any action on my behalf.

### **C. Assumption of Risk**

I certify that my children are physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent them from using the Pool. I hereby assume all risk of loss, danger, property damage or injury of any kind (including death) to my children from COVID-19 infection or other illnesses or injuries arising from the use of the Pool, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to my children as a result of using the Pool.

### **D. Waiver, Release, and Indemnification**

In consideration of the foregoing, including but not limited to being able to use the Pool during this time of the threat of COVID-19, I, for my children and any personal representatives and assigns ("**Releasors**"), do hereby release, waive, and discharge the Pool Rats Swim Team and the Orchard Brook Home Owners Association, its directors, board members, officers, employees, agents, volunteers and pool contractors (collectively referred to as "**Released Parties**") from any and all claims, liabilities, demands, damages, causes of action and suit, both in law and in equity, whether in contract, tort, pursuant to statute of any kind or otherwise including but not limited to, illness, personal injury of any kind (including death), and property loss, which may result from my use of the Amenities or arising from the negligence or fault of the Released Parties (collectively, the "**Released Claims**"). In further consideration of being able to use the Amenities during this time of the threat of COVID-19, Releasors covenant and agree never to institute any suit, charge, complaint, demand, or action, at law or in equity, in any court of the United States or elsewhere or any other tribunal (including arbitration), public or private against any one or more of the Released Parties for any of the Released Claims. If any Releasor commences any such action, the Released Parties shall be entitled to damages, their litigation costs, including reasonable attorneys' fees and costs, expert fees and costs, and consultant fees and costs, as well as to injunctive relief.

Releasors further save, hold harmless, indemnify, protect, and defend each of the Released Parties from any and all claims, losses, actions, suits, damages, expenses or liabilities, including attorneys' fees and costs, with respect to any claims brought or made as a result of my or Releasors' use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such damages, expenses, or liabilities when and as incurred by them related in any way to my or Releasors' use of the Amenities, including but not limited to attorneys' fees and costs.

**PARENT/GUARDIAN WAIVER FOR MINORS** (*Under 18 years old*) The undersigned parent or legal guardian does hereby represent that he/she has consented to his/her child's use of the Pool, and has agreed on behalf of the child, to the terms of this Waiver and Release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorneys' fees, made as a result of my use of the Pool, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR MY MEMBERS OF HOUSEHOLD OR MY CAREGIVER OR**

**SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASED PARTIES FOR ANY RELEASED CLAIM.**

*(I expressly agree that the foregoing Waiver and Release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)*

**MUST BE SIGNED BY ALL HEADS OF HOUSEHOLDS, CAREGIVERS, AND PARTICIPANTS 18 YEARS OF AGE OR OLDER:**

PARENT/GUARDIAN SIGNATURE:

\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMBERS OF HOUSEHOLD SWIM TEAM PARTICIPANTS FOR FOLLOWING ADDRESS:**

\_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

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NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

**This form must be completed, signed and on file prior to participating in swim team activities.**