

# Indoor Tennis Club - COVID Waiver

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The Undersigned, \_\_\_\_\_, being a member of the The Indoor Tennis Club (the "Club"), or a guest or invitee of the Club or a member of the Club, hereby certifies, covenants and agrees as follows:

A. I understand and acknowledge that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious respiratory disease that can result in serious illness or death. The virus is believed to spread primarily between individuals who are in close contact with each other (within about six feet) and it may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes. Federal, state and local governments, as well as federal, state and local health agencies, have issued various stay-at-home orders and other rules, regulations and guidelines with respect to social distancing and the restrictions or limitations on the congregation of groups of people and the reopening of businesses.

B. I understand and acknowledge that the Club has put in place preventative measures to reduce the spread of COVID-19 and I expressly agree to abide by any rules and regulations implemented by the Club to carry out those measures; however, I understand that the Club cannot guarantee that I will not be exposed to or contract COVID-19. By utilizing the services, programs, equipment, facilities and premises of the Club, I knowingly and of my own free will assume the risk of being exposed to or contracting COVID-19 and I understand that I could be increasing my risk of exposure to or contracting COVID-19, which I am fully aware could result in personal injury, illness, permanent disability or death. I voluntarily accept sole responsibility for any injury or damage to myself or any family member including without limitation personal injury, illness, permanent disability, or death arising out of or relating to the above-described uses of the Club.

C. I understand and acknowledge that I am utilizing the services, programs, equipment, facilities and premises of the Club, freely and voluntarily, and that as a prerequisite for the foregoing uses, I must sign this Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement, something I am doing freely and voluntarily. This Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement shall apply to and forever remain effective with respect to any of the aforementioned uses of the Club, at any time, past, present, or future.

D. By utilizing the services, programs, equipment, facilities, and premises of the Club, in each and every instance now and hereafter, I warrant and reaffirm my understanding and acknowledgement of the following: I have not received a positive COVID-19 test within the last 14 days; I have not traveled to any of the Hot States as identified by the CDC, World Health Organization or any federal, state, or local government authority ("Hot State"), and if I have, I self-

quarantined 14 days upon returning from the Hot State; I am not currently experiencing – and will not enter the Club if I am experiencing – any of the symptoms related to COVID-19, including, but not limited to: sore throat, congestion or runny nose, headache, fever or chills, cough, shortness of breath or difficult breathing, fatigue, muscle or body aches, new loss of taste or smell, and/or diarrhea. <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

**NOW, THEREFORE**, in consideration of the above, the Undersigned, on behalf of himself or herself, any participating minors as the case may be, and any personal representatives, heirs, next of kin, attorneys, agents or insurers (hereinafter referred to as “the Undersigned”) hereby agrees to forever release, waive, discharge and covenant not to sue the Club and/or its owners, members, managers, officers, directors, subsidiaries, parents, affiliates, successors and assigns, employees, agents, contractors, volunteers, attorneys and insurers (collectively, the “Released Parties”) from any and all liabilities, claims, demands, causes of action, costs and expenses which may arise on account of any property damage or any injury to, or an illness or the death of, the Undersigned or any of his or her family members (or any person who may be exposed to or contract COVID-19, directly or indirectly, from the Undersigned or such family members) whether caused by the actions, omissions or negligence, active or passive, of the Club or otherwise while the Undersigned or such family members are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Club; the Undersigned also agrees to indemnify and hold harmless the Club and the Released Parties from any negligent acts or willful misconduct of the Undersigned.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

**Parental or Legal Guardian Consent Required for Minors:** If the Undersigned is under 18 years of age, this Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement is also being executed by either a parent or legal guardian of the minor, who, through such execution, also releases and indemnifies the Club and the Released Parties to the fullest extent provided above.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Guardian of: \_\_\_\_\_ Address: \_\_\_\_\_