

**OAK MEADOW SWIM CLUB**  
**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I agree that when using the Oak Meadow Swim Club swimming pool, tennis courts and park area (hereby collectively referred to as the "Facilities"), I will comply with all the covenants, conditions, restrictions, rules and regulations regarding the use of the Facilities. In addition, I will make a reasonable effort to ensure that my family, guests, invitees, agents and employees will comply with all the covenants, conditions, restrictions, rules and regulations regarding the use of the Facilities.

I understand and acknowledge that using the Facilities is potentially dangerous and could cause bodily injury, illness or even death to myself and others. I also acknowledge and understand that the use of the Oak Meadow Swim Club Facilities by myself, or by my family, guests, invitees, employees or agents, will be without supervision or monitoring of any kind by Oak Meadow Swim Club, or its officers, directors, agents, employees, lifeguards or management. In choosing to enter, occupy and/or use the Facilities I agree that I do so at my risk and at my peril.

**I KNOWINGLY AND VOLUNTARILY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OAK MEADOW SWIM CLUB, INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, MEMBERS, MANAGEMENT AND STAFF, FROM AND AGAINST ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS AND DEMANDS WHATSOEVER, AND FROM ALL COST, DAMAGES, LOSSES, EXPENSES, CHARGES, DEBTS, JUDGMENTS, ORDERS, PENALTIES AND LIABILITIES WHATSOEVER, INCLUDING ATTORNEY'S FEES AND COSTS, THAT ARISE OUT OF, RELATE TO, OR RESULT FROM THE USE OF THE OAK MEADOW SWIM CLUB FACILITIES, BY MYSELF, MY FAMILY, MY GUEST(S), MY INVITEES, MY AGENTS OR MY EMPLOYEES. THIS DUTY AND AGREEMENT TO INDEMNIFY EXTENDS TO ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE FOR PERSONAL INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE.**

On behalf of myself and my personal representatives, children, assigns, spouse, family, heirs and next of kin, I hereby forever **release and discharge** the Oak Meadow Swim Club, its employees, officers, directors, agents, members, management and staff, from and against all actions, causes of action, suits, claims and demands, including but not limited to those of general negligence, negligent activity, breach of contract, breach of warranty, premises liability, fraud and/or misconduct of any type, resulting in or alleged to be the cause of personal injury, illness (including illness caused by COVID-19), property damage and/or death.

I understand and acknowledge that there are areas of the Facilities that are not level, that are cracked and deteriorated. I have been provided an opportunity to inspect the Facilities and I have, in fact, inspected and deemed the Facilities safe and in a condition suitable for my child's use. I promise and agree that I will not seek to hold the Oak Meadow Swim Club liable for any injury, illness (including but not limited to the novel COVID-19 virus), property damage, or death sustained by myself and/or my child during their/our use of the Facilities. I understand and acknowledge that my child/children will be participating in activities on the Facilities at his/her own risk.

By signing below I acknowledge the contagious nature of COVID-19 and I assume the risk that myself, my child(ren), guests and invitees may be exposed to or infected by COVID-19 by using the Facilities and that such exposure or infection may result in person injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while using the Facilities may result from the actions, omissions and/or negligence of myself and others, including the Oak Meadow Swim Club, its employees, officers, directors, agents, members, managers, staff and others using or occupying the Facilities. I understand that the Oak Meadow Swim Club, together with its employees, officers, directors, managers, agents and staff cannot guarantee that those using the Facilities, such as myself, my child(ren), guests and invitees will not be exposed to COVID-19 and, furthermore, that using the Facilities could increase the risk of exposure to that virus. **Understanding the foregoing and the potential exposure to COVID-19, I agree to assume the risks of infection and accept sole responsibility for any injury, to whatever extent, caused thereby.**

I have completely read, understood and voluntarily acknowledge this Waiver and Release of Liability.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Child(ren)'s Name \_\_\_\_\_