

**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is highly contagious** and is believed to spread mainly from close contact with individuals infected with COVID-19. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

For the 2020 season, **Heritage Pool and Racquet Club (the “Heritage”)** has implemented and will continue to practice various preventative measures to reduce the spread of COVID-19; however, Heritage **cannot guarantee** that You (*i.e. the individual whom this Heritage Pool and Racquet Club member account belongs*) or Your Child(ren) (*i.e. all children included on your Heritage family membership to whom you are parent and/or legal guardian*) will not become infected with COVID-19 during the use of the Heritage facilities and/or participation in activities and/or programs at Heritage including but not limited to swimming and diving teams, swim lessons, tennis team, tennis lessons, and any and all other pool related and/or, and tennis related activities (individually and collectively, the “Activities”). Further, **using the Heritage facilities during the 2020 season could increase** Your risk and Your Child(ren)’s risk of contracting COVID-19.

By checking below that You agree to this Assumption of Risk and Waiver of Liability: (i) You acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that You and Your child(ren) and may be exposed to or become infected with COVID-19 by using the Heritage facilities and/or participating in the Activities during the 2020 season, and that such exposure or infection may result in personal injury, illness, permanent disability, and death; and (ii) You understand that the risk of becoming exposed to or infected by COVID-19 at Heritage may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Heritage employees, volunteers, and other club members and their families and guest.

Further, by checking below that You agree to this Assumption of Risk and Waiver of Liability to the maximum extent permitted by applicable law, You: (i) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (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 our use of the Heritage facilities or participation in the Activities during the 2020 season, including but not limited to exposure to or infection with COVID-19; and (ii) You unconditionally and irrevocably, on behalf of yourself, Your Child(ren) and any other person who may claim through You, release, waive and discharge any and all rights, claims, or causes of action that You or they might have against Heritage, and/or any of its officers, directors, and or employees (Heritage and all such other persons, the “Heritage Group”) for the same.

Finally, by checking below that You agree to this Assumption of Risk and Waiver of Liability understand and agree that this assumption of risk, release and waiver includes, to the maximum extent permitted by law, all rights, claims and/or causes of action that may result or arise from the actions, omissions, or negligence of Heritage and/or any member of the Heritage Group.