

## Harrington Grove Swim and Racquet Club

### Waiver and Indemnification Agreement Associated with Coronavirus/COVID-19

In exchange for use of the Harrington Grove Swim and Racquet Club (“HGSR”) facilities, including, but not limited to the HGSR swimming pool (collectively, “Facilities”), the undersigned agrees as follows:

**1. COVID-19 Acknowledgment.** I understand that COVID-19 is highly contagious, and that it is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces. I understand that swimming and activities at a swimming pool and on deck with other people will increase my risk of contracting the virus even if I follow all the protection guidelines. I acknowledge that COVID-19 infections have been confirmed throughout the United States including in North Carolina, and that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

**2. Safety Code of Conduct.** In order to best protect myself, my family, my community, and all others, I promise to follow all social distancing and other protective measures required by the HGSR or the state or federal government while using the Facilities. In addition, I agree as follows:

- a. I promise not to enter the HGSR premises or use the Facilities in the event that I or anyone living within my household: 1) tests positive for COVID-19 or tested positive for COVID-19 within the previous two weeks; 2) has symptoms of COVID-19 (as defined by the Centers for Disease Control); 3) has been around anyone else who has had COVID-19 in the previous two weeks; 4) has traveled but not completed the two week self-quarantine period recommended by the CDC or required by state mandate; or 5) a healthcare provider has told me that I (we) should self-quarantine.
- b. I agree to check in at the HGSR guard shack before entering the HGSR pool deck and to maintain social distancing with the guards and other people who may be in line during the check-in process.

Initials \_\_\_\_\_, \_\_\_\_\_

- c. I will follow the HGSR social distancing rules at ALL TIMES while on the pool deck, even if recommended spacing is greater than 6 feet. I will take all other reasonable measures to protect myself and others, from injury or illness.
- d. I will supervise the minor children of my household at all times while they are on the HGSR premises as required by the HGSR rules and take all necessary actions to ensure they maintain social distancing measures.
- e. I agree to take my body temperature and the temperature of the minor children within my household within 30 minutes before I (we) enter the HGSR premises or use the Facilities to determine if anyone in my household has a temperature greater than 100.00° F. I (we) will not enter the Facilities if my (our) temperature is greater than 100.00° F.
- f. I will not touch anyone else’s belongings (including but not limited to pool toys, noodles, towels or goggles). I will be responsible for my household’s belongings with the understanding that there will NOT be a “lost and found” box.
- g. I will not spit in the pool, on the pool deck, or on any other part of the Facilities at any time and will ensure that those in my household do not do so.
- h. If a COVID-19 infection occurs at the HGSR or new information becomes available about additional risk reduction, I will follow all extra protective measures required by HGSR.

**3. Assumption of Risk.** By signing this Waiver and Indemnification Agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to me or my minor child(ren)/legal wards including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with entering the HGSR premises, using the Facilities, or participating in HGSR programming.

**4. Waiver and Release of Claims.** On my behalf, and on behalf of my minor children/legal wards, I hereby fully release, remise, acquit, covenant not to sue, and forever discharge the Harrington Grove Swim and Racquet Club and its officers, directors, members, managers, agents, employees, successors and assigns (collectively, the "Releasees") from any and all claims, demands, actions, causes of action, suits, debts, losses, liabilities, contracts, damages, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) involving any COVID-19 exposure or infection relating to or arising out of my/our use of the Facilities. This release applies to any and all claims, including, but not limited to, claims for damages of any kind or nature, whether based on the alleged negligence of Releasees, other tort, breach of contract, breach of duty, or any other legal or equitable theory of recovery.

**5. Indemnification.** On my behalf, and on behalf of my minor children/legal wards, I agree to indemnify and hold harmless the HGSR and all other Releasees from any loss, claim, demand, liability, cause of action or judgment, including, but not limited to, property damage, personal injury, and death, whether or not any negligence, misconduct, or breach of duty by the HGSR or any other Releasee is alleged to have contributed thereto, in whole or in part, when such injury or damage is alleged to involve any COVID-19 exposure or infection related to or arising out of my/our use of the Facilities. At my own expense, I will defend any such claim, demand, liability, cause of action or judgment which is asserted against HGSR or any other Releasee.

**6. Applicability of Agreement.** I understand that this agreement is made on my behalf and on behalf of my minor children and/or legal wards, and I represent and warrant to the HGSR that I have full authority to sign this agreement on behalf of such minor(s). I agree to be responsible for ensuring my minor children/wards uphold the terms of this agreement. If I or someone from my household is found not to uphold these terms, I understand that we may lose our privileges to use the Facilities. I understand that all other adults affiliated with my membership must also sign this or their own form as a precondition to entering the HGSR premises or using the Facilities.

**7. Revisions of Policies.** I acknowledge and agree that the HGSR may revise its procedures at any time and further agree to review and to comply with HGSR's revised procedures as a condition of using the HGSR facilities.

**8. Effect of Waiver and Indemnification Agreement.** I understand that this Waiver and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and agree that if any portion is held invalid, the remainder of the agreement will continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S (OR LEGAL WARD'S) RIGHT TO RECOVER DAMAGES FROM THE HGSR ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS.

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Date Date

Print names of minor(s) in household:  
\_\_\_\_\_

\*ADULT CHILDREN (OVER THE AGE OF 18) IN HOUSEHOLD MUST SIGN THEIR OWN AGREEMENTS/WAIVERS.