

## WAIVER OF LIABILITY

### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK ("AGREEMENT")

I, \_\_\_\_\_, in consideration of my desire to use and/or participate in the services of Conestoga Swim Club, a not-for-profit business in the nature of a pool and tennis club, which conducts its operations by and through its owners, bond holders, Board, officers, agents, employees, volunteers, coaches, contractors, members, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "the Club"), and the activities, events, recreation, programs, facilities, and equipment owned, made available and/or present at the Club, located on or about 501 Sproul Road, Villanova, PA 19085, and in recognition of the ongoing COVID-19 a/k/a Coronavirus pandemic (hereinafter the "Covid virus"), and the risk of transmission and/or infection and/or contact with the Covid virus, as represented by and reflected in public media, public announcements, and local, county, state, and national government releases, advisories, and recommendations, and with acknowledgement of the inherent risks associated with entering and using public and private spaces and coming into physical contact with persons or items or materials touched or contacted by persons who have contracted and/or been exposed to the Covid virus, including but not limited to swim and tennis clubs, pools, parks, playgrounds and places of recreation, and with further acknowledgement that the Covid virus is a developing local and national health crisis, with both known and unknown risks and implications, and despite the Club's efforts to reduce and/or mitigate the risk of exposure to the Covid virus:

(1) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree that the Club has made no assurances or warranties or representations whatsoever as to the safety, sanitation, or cleanliness of Club's activities, recreation, events, programs, facilities, equipment, members, pools, tennis courts, grounds, services and materials located on or within the Club property of whatsoever kind or nature, including but not limited to, no assurances or warranties or representations as to the absence or existence or non-existence of the Covid virus at the Club, past, present or in the future, whether in a form capable of transmission or infection or not, and further agree and acknowledge that inherent risks of injury, harm, illness and death is associated with the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof;

(2) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, hereby agree to release, forever discharge, hold harmless, indemnify and covenant not to sue or bring any claim for damages or harm of any kind, on, the Club, with respect to any and all injuries, risks, death, emotional distress, costs, medical expenses, damage or harm of whatsoever kind or nature suffered by me, my children, heirs, assigns, personal representative(s) or estate, including but not limited to exposure and/or infection and/or contact with the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof, including those both known and unknown, and I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with use of the Club and any and all Club-related activities or offerings, including but not limited to use and contact with the activities, events, recreation, programs, facilities, members, guests, materials and equipment owned, offered and/or present at the Club.;

(3) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree that my participation and use of the Club, and that of my children, relations and guests, is

voluntary. No one has forced or coerced me to participate or use the Club, and I have considered the risks of my/our use of the Club.;

17 (4) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree to waive my right to pursue any remedy, claim or lawsuit whatsoever as to the Club in the event I, my children or my family are harmed or suffer any loss, injury, illness, death or damage of whatsoever kind or nature pertaining to the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof in any way connected to my/our use of the Club including but not limited to use and contact with the activities, events, recreation, programs, facilities, members, guests, materials, pools, tennis courts grounds, and equipment owned, made available and/or present at the Club.;

(5) I certify that I and my child/children have health, accident and liability insurance to cover bodily injury or property damage that may be caused or result from my/our use of the Club.;

(6) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree that if any portion of this two (2) page Agreement is found void or unenforceable, the remaining portions shall remain in full force and effect, with this Agreement being interpreted under the laws of the Commonwealth of Pennsylvania.;

(7) I agree to follow to the best of my ability the requests of the Club, if any, pertaining to use of the Club as it pertains to the Covid virus, and will undertake my best efforts to ensure that my children, family and guests comply with such requests;

(8) I agree that I have had sufficient opportunity to read this entire Agreement, that I have read it and understand it, and I agree to be bound by its terms.

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Printed Name of Spouse Member

\_\_\_\_\_  
Signature of Spouse Member

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Child 1

\_\_\_\_\_  
Signature of Child 1 (if 18 years or older)

\_\_\_\_\_  
Child 2

\_\_\_\_\_  
Signature of Child 2 (if 18 years or older)

\_\_\_\_\_  
Child 3

\_\_\_\_\_  
Signature of Child 3 (if 18 years or older)

\_\_\_\_\_  
Child 4

\_\_\_\_\_  
Child 5