

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

In consideration for receiving permission to enter upon, use, and enjoy the swimming pool, pool facilities, and other amenities (hereinafter, "Activities") of the Mary Barness Community Pool ("Pool") owned by Warrington Township ("Township"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, THE PROHIBITION ON THE CONGREGATION OF GROUPS OF PEOPLE, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES AT THE POOL. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

Township has put in place preventative measures to reduce the spread of COVID-19; however, the Township cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Activities at the Pool could increase your risk and your child(ren)'s risk of contracting COVID-19.

By entering the Pool area, I represent on behalf of myself and my children that we have no symptoms, are feeling well and that we have not knowingly been exposed to anyone who has COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Township employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (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 my child(ren)'s attendance at the Pool or participation in Pool programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Township, its officers, directors, managers, boards, departments, employees, agents, and representatives and their respective heirs, successors and assigns (the "Released Parties"), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Township, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Pool program. I covenant not to sue the Released Parties for or in connection with any of the Claims. I further agree to defend, indemnify and hold harmless the Released Parties from and against any and all Claims.

By execution below, I acknowledge and represent (i) that I have read the foregoing Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent/Guardian

\_\_\_\_\_  
Email Address for Parent/Guardian

\_\_\_\_\_  
Phone Number of Parent/Guardian

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Names of Pool Participant(s)