

Member Agreement, Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, the undersigned members verify that they have read and will comply with the Four Seasons Swim Club (hereinafter “4S”) Pandemic Plan and that they give up any right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of participation in 4S programs and/or activities and/or accessing 4S facilities, now or at any time in the future.

Acknowledgment of Risk

The undersigned members hereby acknowledge and agree that participation in 4S swimming and other activities comes with inherent risks, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. The undersigned further acknowledge(s) that the preceding list is not inclusive of all possible risks associated with 4S participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in 4S programs or accessing 4S facilities could increase the risk of contracting COVID-19.** 4S in no way warrants that COVID-19 infection will not occur through participation in 4S programs and/or activities and/or accessing 4S facilities.

Waiver, Release, & Covenant Not to Sue

In consideration of participation in 4S programs and/or activities and/or accessing 4S facilities, the undersigned **AGREE TO RELEASE** on behalf of themselves, their minor children, their wards, their heirs, representatives, executors, administrators, and assigns, and **HEREBY DO RELEASE** 4S and its officers, directors, employees, volunteers, agents, and representatives (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which undersigned, themselves, their minor children, their wards, their heirs, representatives, executors, administrators and assigns may have, now or in the future, against 4S on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of 4S facilities/equipment or participation in 4S programs/activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Indemnification and hold harmless agreement

In consideration of participation in 4S programs and/or activities and/or accessing 4S facilities, the undersigned members **HEREBY AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the use of 4S facilities/equipment or participation in 4S programs/activities. Such **FULL INDEMNIFICATION** would include, but is not limited to, reimbursement of legal fees and expenses incurred by Releasees to enforce this agreement.

The undersigned members further **AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the use of 4S facilities/equipment or participation in 4S programs/activities brought by on or behalf of guests of members against releasees. Such **FULL INDEMNIFICATION** would include, but is not limited to, reimbursement of legal fees and expenses incurred by Releasees to defend against any claims made by undersigned member's guest(s).

The undersigned hereby certify that they have full knowledge of the nature and extent of the risks inherent in 4S participation and that I/they voluntarily assume said risks. The undersigned understand(s) that I/they will be solely responsible for any loss or damage, including personal injury, property damage, or death, sustained during the use of 4S facilities/equipment or participation in 4S programs/activities. The undersigned, by signing this agreement, **HEREBY WAIVE ANY CAUSE OF ACTION WHATSOEVER AND RELEASE** Releasees from all liability for such loss, damage, or death.

The undersigned on behalf of themselves, their minor children, and/or their wards, further certify that I/they are in good health and have no conditions or impairments which would preclude safe participation in the use of 4S facilities/equipment or participation in 4S programs/activities.

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, in the year _____.

Member signatures (with names clearly printed in parenthesis thereafter):

Member Parent/Guardian signatures on behalf of minors and/or wards (with name of minor/ward clearly printed thereafter):

