## Spring Board Civic Pool and Spring Board Swim Team Release of Liability and Indemnity Agreement

In consideration for being allowed entry into and participation in any activities (the "Activities") associated with Spring Board Civic Pool, and/or Spring Board Swim Team (collectively, the "Pool"), the undersigned hereby releases and discharges the Pool; its insurance carriers; its legal representatives; its present and former directors, officers, employees, agents, and representatives; and the respective heirs, administrators, executors, successors, and assigns of any of the foregoing (collectively, the "Pool Parties") from any and all claims, causes of action, suits, or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, relating to or arising out of any participation in the Activities.

The undersigned further agrees, on behalf of himself/herself and on behalf of any and all of his/her heirs and guests, successors and assigns, to DEFEND, INDEMNIFY, and HOLD HARMLESS the Pool Parties from and against all claims, demands, and causes of action for personal injury, death or property damage, including, without limitation, all costs, expenses and legal fees incurred in defending the same, made by or through the undersigned, or on his/her behalf, relating to or arising out of any participation in the Activities.

The undersigned further agrees to venue in Harris County, Texas for all purposes. The undersigned warrants that he/she has read this Release of Liability and Indemnity Agreement and fully understands it to be a release of all claims, known or unknown, present or future, that he/she has or may have against the Pool.

I/We acknowledge that I/We understand that there is currently no way to guarantee the prevention of the spread of COVID-19. I/We are voluntarily choosing to swim at Spring Board Civic Pool and understand the risks associated with the usage of public facilities. I/We agree to abide by governmental guidelines regarding personal health monitoring, social distancing, and group size as well as directives of attendants and pool board members. I/We hereby release and hold harmless SBCP from any and all liability arising from COVID-19 illness or injury arising from swimming activities.

I further certify that I am 18 years of age or older and I agree to abide by all Pool rules and policies.

Date:\_\_\_\_\_

Signature: \_\_\_\_

Printed Name: \_\_\_\_

Address, City, Zip: \_\_\_\_

Office Use Only Date:

Membership Application on File

SBCP - REVISED 5-2020