

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Nassau Swim Club (“NSC”) has put in place preventative measures to reduce the spread of COVID-19; however, NSC cannot guarantee that you or your child(ren)/ward will not become infected with COVID-19. Further, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present.

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 NSC 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 NSC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NSC members, Candlewood Management Services employees (“CMS”), and members of the NSC board of directors and NSC guests.

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 NSC or participation in NSC programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless NSC, its board members, agents, and representatives, CMS employees 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 NSC, its directors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attendance at any NSC facility or participation in any NSC program.

This waiver is binding on the signer's heirs, assigns, personal representatives, and any other next of kin.

I have read the above release of liability and assumption of risk agreement and fully understand its terms and that I have given up substantial rights by signing it. I sign the agreement freely and voluntarily and without any inducement.

Signature