

This waiver covers the 2020 swim season



Indemnity and Hold Harmless

The undersigned member or members, by submitting an application and/or annual Swim Club dues, and in consideration thereof, for themselves, and their children or wards, hereby agree to release, waive, indemnify, defend and hold harmless North Hills Swim Club (NHSC), its officers, directors, agents, and employees from and against any and all demands claims, causes of action, suits, liability, losses and/or damages to persons or property, including reasonable attorney's fees, from or relating to the use of the property, swimming pool, facilities, and/or services of the NHSC.

Risks and Assumption of Risk

The undersigned member or members, by submitting an application and/or club dues, and in consideration thereof, for themselves, and their children or wards, acknowledge and understand that swimming and the use of equipment and/or facilities provided by NHSC as with any activity, involves some risk and danger, including but not limited to property damage and bodily injury, which may include permanent disability, paralysis, and possibly death.

These risks may result from participation in programs provided by NHSC, and/or the use of the property, swimming pool, facilities or equipment, the acts of others, or from the unavailability of emergency medical care. Additionally, the undersigned member or members, for themselves, and their children or wards or their guests, voluntarily assume all risks that may arise out of or result from the use of the swimming pool, facilities or facilities, and/or the services of the NHSC.

COVID-19

Furthermore, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at 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, the NHSC Board and 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, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the NHSC Board and their employees, agents, and representatives, 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 NHSC Board and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities.

Family Representative (printed)

Signature