

## Forest Hills Swim Club Member Disclaimer and Waiver

**Before using the pool each year, members must review and accept the following disclaimer and waiver when paying membership dues.**

1. The individual accepting the terms set forth below, both individually, and as the parent, legal, or supervising guardian of all children set forth in your member account, and on behalf of a spouse, partner, or other adults set forth in your member account (collectively the "Participant"), agree and understand that swimming is a hazardous activity and involves some element of personal risk. You understand that these risks are inherent in and incidental to the sport of swimming, including, but not limited to, paralyzing injury and death. The Participant hereby assumes these risks and dangers.

2. In consideration of the Participant being permitted to make use of the facilities (collectively the "Program") of Forest Hills Swim Club ("Forest Hills," which term includes the "Released Parties," defined below), the Participant recognizes and assumes the risks, hazards and dangers of injuries from their participation in the Program, including without limitation, paralyzing injury, death, or contracting any infectious communicable disease, such as, without limitation, measles, mumps, Influenza, COVID-19, chicken pox, rubella, and whooping cough, regardless of whether the source is a participant, instructor, staff member, or any other individual present at the Program. The Participant, on his or her own behalf and on behalf of any persons claiming by, through or under him or her, hereby waives, releases and forever discharges any and all claims or causes of action, including any and all claims or causes of action arising out of Forest Hills' negligence, which the Participant may have now or hereafter against Forest Hills, whether known or unknown, arising out of any injuries, contraction of infectious communicable disease or damage that the Participant may sustain in connection with his or her participation in the Program and will indemnify and hold Forest Hills harmless against any and all such claims or causes of action. The Participant's covenant to indemnify and hold Forest Hills harmless includes Forest Hills' attorneys' fees and costs incurred in connection to the claim or cause of action. The Participant's waiver, release, discharge and agreement to indemnify and hold Forest Hills harmless extends to Forest Hills and its respective officers, directors, members, managers, agents, owners, shareholders, employees, successors, and assigns, and other member clubs of the Northwest Suburban Swim League and their officers, directors, members, managers, agents, owners, shareholders, employees, successors, and assigns (collectively, the "Released Parties"). The Participant hereby further agrees not to sue Forest Hills for the claims waived and released in this Agreement. The Participant further agrees to indemnify and hold harmless Forest Hills from claim or liability from any injury (including death) to any other person(s) caused by or related to actions of the Participant. The Participant expressly understands that he or she is agreeing to waive, release, not sue, indemnify and hold harmless Forest Hills for any claims, liability, damages or losses arising from injuries to or caused by the Participant while engaged in the Forest Hills Program. Participant further agrees and understands that he or she will be responsible for Forest Hills' attorney's fees and cost incurred in the event the Participant breaches this Agreement.

3. Participant attests as of the date of acceptance of this Agreement and each time Participant participates in the Forest Hills Program:

- a. he or she is not experiencing any symptoms described by the Center for Disease Control and Prevention (CDC) as being associated with illness caused by the COVID-19 virus, such as a fever, cough, shortness of breath, chills, shaking with chills, muscle pain, head ache, sore throat, or a new loss of taste or smell. That Participant has not experienced any of those symptoms in the past two weeks and that no one who lives in Participant's house has experienced any of these symptoms in the past two weeks. That to Participant's knowledge neither Participant, nor anyone living in

Participant's house, has been exposed to any person who has been infected by the COVID-19 virus. If Participant or anyone in Participant's house has developed any of these symptoms, Participant agrees to notify Forest Hills and to not attend any Programs until the symptoms have cleared, testing has proven that there is not a coronavirus infection or that if there was an infection Participant is no longer contagious. Permission must be received from Forest Hills before Participant may return to the Program.

- b. Participant is aware that he or she must follow the safety and hygiene protocols that have been implemented by Forest Hills which have been provided to Participant and Participant has reviewed, and that if Participant fails to do so, Participant could be asked to leave the Program and not be permitted to participate in the future.
- c. Participant: (i) has not been exposed to a person with a confirmed or suspected case of COVID-19, (ii) has not been diagnosed with COVID-19, (iii) if he or she has been exposed to a person with a confirmed or suspected case of COVID-19, or diagnosed with COVID-19, he or she has been cleared as noncontagious by state or local public health authorities and doctors or has completed quarantining in accordance with the recommendations made by the Michigan Department of Health and Human Services (information on recommendations can be found at <https://www.michigan.gov/coronavirus>), and (vi) is following such recommendations as much as possible - practicing social distancing by trying to maintain separation of six feet from others, and otherwise limiting his or her exposure to COVID-19.