



QOSTC & CCACC RELEASE AND WAIVER OF LIABILITY

In consideration of the permission granted me to enter and use the facilities of the *Quince Orchard Swim and Tennis Club*, which shall include, but not be limited to, clubhouse, pool, tennis courts, and/or any other amenities at QOSTC and participate in various recreational programs (hereafter “Facilities”), I the undersigned hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue QOSTC and their respective partners, members, officers, directors, agents, contractors and employees including, but not limited to, any pool vendor or contractor engaged by QOSTC (collectively, the “Releasees”) from any and all liabilities, illnesses, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my entry to and use of the Facilities, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Assumption of Risk and Waiver of Liability (this “Release”) shall be binding upon my heirs, executors, administrators, and assigns.

I understand that my access to, use of, or participation in the Facilities carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Further, I understand that there are inherent risks associated with entering Facilities during the time of the COVID-19 pandemic and/or other health emergency. Because of these risks and hazards, serious accidents and illness can occur including, but not limited to, contracting the COVID-19 virus or other virus or bacterial infection, complications of any existing or developing medical conditions, muscle sprains and strains, impact injuries, and broken bones. All of these and others not listed here may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. By signing this Release and Waiver of Liability (“Waiver”), I acknowledge that I am in good health and do not suffer from any injuries, ailment, or illnesses which present a hazard to myself or others or may be exacerbated by any activity in which I participate in the Facilities.

I acknowledge and assume the risks associated entering a place of private or public accommodation during the COVID-19 pandemic and/or other health emergency including, but not limited to, contracting the COVID-19 virus, and I acknowledge that the Releasees have warned me of this risk and have not guaranteed a completely sterile environment in the Facilities.

I have read and understand this Release in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees. I acknowledge I am signing this Release voluntarily. To the extent I am signing as a parent or legal guardian of a minor, I understand and agree to all terms cited above with respect to and on behalf of my minor child and expressly release any claims that could be brought against QOSTC on behalf of my minor child.

The signing of this waiver overrides and supercedes the signing of any prior waiver implemented by Quince Orchard Swim and Tennis Club.

Name and Age of Minor: _____

Name of Parent/Guardian: _____

Email: _____ Phone Number: _____

Address: _____

Signature: _____ Today’s Date: _____