**Assumption of the Risk and Waiver of Liability**

**Relating to Coronavirus/COVID-19**

**The Fields Swim and Tennis Club**

 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 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.

 The Fields Swim and Tennis Club, 4500 Missendell Lane, Peachtree Corners, Ga 30092 (“Club”) has put in place preventative measures to reduce the spread of COVID-19 at all pool locations (including the Riverfield location and the Amberfield location), parking lots, and tennis court facilities (“facilities”). However, **the Club cannot guarantee that you, your child(ren), members of your household, or any others who use the facilities or come in contact with those who use the facilities will not become infected with COVID-19**. Further, attending Club facilities could increase your risk and your child(ren)’s risk of contracting COVID-19.

 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 the Club’s facilities and that such infection may result in personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed or infected by COVID-19 at the Club facilities. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself and others, including but not limited to Club employees, volunteers, Club Board members in their official or individual capacities, Club members, participants, facilities users, or their families.

 I voluntarily agree to assume all 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 mine or my child(ren)’s attendance at Club facilities or participation in Club activities (“Claims”). On my behalf, and on behalf of my child(ren), I release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, representatives, and Club Board members in their official and individual capacities, of and from all Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to use of Club facilities or participation in Club activities. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, representatives, or Club Board members in their official or individual capacities, whether a COVID-19 infection occurs before, during, or after participation in any Club program or use of any Club facilities.

 I have been provided with an electronic copy of the Club’s policies and procedures regarding COVID-19, which are available at: [www.Fieldsclub.com](http://www.Fieldsclub.com) .

 I agree to adhere to, abide by, and follow all Club policies and procedures. I understand and agree that I will not come to or use Club facilities if I, my child(ren), or any member of my household have symptoms of COVID-19, have tested positive for COVID-19, or were exposed to someone with COVID-19 within the last 14 days. I further understand and agree that the Club policies and procedures include but are not limited to, social distancing on the pool deck, maintaining a minimum of 6 feet of distance between people who are not members of the same household, cleaning and sanitizing areas of the facilities that I or my child(ren) touch or use, not hosting parties or gatherings on the pool deck, and not permitting guests to use Club facilities. I understand that while cloth face coverings are recommended for use where feasible, cloth face coverings are not recommended for use in water.

I agree to check the Club’s website before using Club facilities and adhere to, abide by, and follow any updated policies and procedures which will be posted on the Club’s website. I understand that it is my responsibility to maintain my current contact information with the Club.

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Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

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Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

By signing this form on behalf of my child(ren), I represent and affirm that I am authorized to make legal decisions on their behalf and am a legal parent or guardian for the child(ren) listed below. I represent and affirm that I am authorized to release any Claims against the Club on behalf of the children listed.

Name(s) of Child(ren):

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Signature of Parent/Guardian Date