

SOMERSET RECREATION CLUB COVID-19 RETURN TO SWIM RELEASE AND WAIVER

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING.

The governmental authorities in your locality may have determined to permit athletic practices and competitions to resume, notwithstanding the continuing hazards posed by the COVID-19 virus. Somerset Recreation Club does not possess the medical expertise to determine whether it is safe to resume swimming activities in our locality or to assess the degree of risk that you may be undertaking, should you decide to do so. Somerset Recreation Club urges you to consult publicly available information, such as that provided by the Centers for Disease Control and/or your local governmental agencies, so that you can make your own independent judgment as to the degree of risk that you will be undertaking, should you decide to engage in swimming activities. You will be required to adhere to social distancing requirements, including wearing a mask on the premises.

This release and waiver applies to Swimming Activities,, practices, lessons and any non-sanctioned competitions that Somerset Recreation Club may schedule (collectively, "Swimming Activities"). Any Swimming Activities that Somerset Recreation Club may schedule will be based solely upon the judgment of the governmental authorities in the event's locality that engaging in Swimming Activities does not pose an unreasonable risk. Of course, that does not mean that participating in Swimming Activities is free from the risk of contracting COVID-19 as a result of your participation in Swimming Activities.

As a condition to permitting you or a minor to participate in Swimming Activity or being on the premises, you agree as follows:

- The undersigned acknowledges and agrees that there is a risk of contracting COVID-19 as a result of swimming or being on the premises at Somerset. I also acknowledge and agree that COVID-19 is a serious virus that could require medical treatment, hospitalization, need for intubation (short or long term), and other risks or complications, including death (and/or the death of the minor undersigned). I acknowledge and agree that the risk cannot be completely eliminated.
- I also understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and is believed to spread by person to person contact, which can make social distancing difficult when engaging in Swimming Activities at Somerset Recreation Club.
- I recognize that recreation is not an essential activity, and while Somerset Recreation Club has put into place reasonable preventative measures aimed to reduce the spread

of COVID-19, there is an inherent risk of becoming infected with COVID-19 by virtue of participating in Swimming Activities at Somerset Recreation Club.

- If you can answer yes to any of the questions below, you will not be permitted to enter the Somerset Recreation Club for fourteen (14) days.
 - Do you have a fever or have you had a fever in the last 14 days?
 - -Have you experienced an onset of respiratory problems, such as a cough or difficulty in breathing in the last 14 days?
 - -In the last 14 days, have you visited an area with a high amount of COVID-19 cases?
 - -Have you come into contact with people with fever or respiratory symptoms or problems in the past 14 days?
 - -Have you recently participated in any gathering, meetings, or had close contact with any unacquainted people?

- The undersigned acknowledges and agrees that Somerset Recreation Club has not independently assessed the risk of my contracting the COVID-19 virus while participating in swimming or being at Somerset.

- Notwithstanding the foregoing, the undersigned knowingly and freely assumes all risks associated with the undersigned's participation in Swimming Activities and other activities related thereto.

- The undersigned hereby releases: (a) Somerset Recreation Club, (b) members utilized in connection with Swimming Activities in which I may participate or at which I may attend as a spectator, and (c) the officers, directors, agents, employees and independent contractors of each of the foregoing (the parties referred to in sections (a), (b), and (c) of this paragraph being collectively referred to as the "Released Parties") from any and all claims, actions, causes of action and liabilities, whether known or unknown, suspected or unsuspected, of every nature whatsoever that I have, or may have, now or in the future, relating to my having contracted the COVID-19 virus as a result of my participation in Swimming Activities or my attendance as a spectator while on the premises at Somerset Recreation Club.

Participant Name (Print)

Date

Participant Name (Signature)

Date

For any participant who is not 18 years of age, parental consent must be accepted by the legal guardian of the participant. By signing below, I hereby verify that, as legal guardian of the membership participant, I have read and fully understand each of the following terms and conditions for permitting my child to participate, and I accept each of the terms and conditions below on behalf of my child.

I, parent/guardian of the registered participant, affirm and agree to the terms of the COVID-19 RETURN TO SWIM RELEASE AND WAIVER above without qualification.

Participant Name (Print)

Parent / Legal Guardian Name (Printed)

Parent / Legal Guardian Name (Signature)

Date