

Waiver and Release

East Rockingham Recreation Association (ERRA)

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I wish to swim at the ERRA pool facilities in the 2021 season and during the COVID-19 crisis. By using the facilities, I recognize and fully understand certain things:

- 1) My use of the pool facilities involves certain risks, including but not limited to:
 - a) Exposure to COVID-19
 - i) Those who may have come in contact with anyone exposed with the virus
 - ii) Surfaces that are touched by those who may have been exposed to COVID-19
- 2) I understand that ERRA management established special protocols for members to follow in order to minimize the risk of exposure to COVID-19 and that such protocols will change over time and without advance notice.
 - a) I agree to comply with any and all ERRA special protocols without qualification and understand that failure to comply could result in immediate suspension of member privileges for me and my household at the discretion of ERRA management.
 - b) I also understand that failure to comply with an order to leave the facility could lead to termination of my membership.

In exchange for ERRA allowing me to utilize the pool and area during this COVID crisis, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

- 1) TO WAIVE ANY AND ALL CLAIMS, to include but not limited to bodily injury, or COVID-19, and disease that I may have in the future against ERRA and its Directors of the Board, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;
- 2) TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
- 3) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area.
- 4) That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;
- 5) That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR POOL COMPANY FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any

portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

Must be signed by all head of households and participants 18 years of age or older:

PARTICIPANT 1

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

PARTICIPANT 2

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

MEMBERS OF HOUSEHOLD PARTICIPANTS FOR FOLLOWING ADDRESS:

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____