

Montrose Community Pool

City of Montrose, SD
PO BOX 97, 100 W Main Suite A
Montrose, SD 57048
605-363-5065

Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement Relating to Covid-19 Exposure, Covid-19 Liability, and Covid-19 Risks

The persons to whom this Agreement applies are as follows:

Names of all Family Members entering the Montrose Community Pool premises.

NAME (parent/guardian/minor)	AGE

NAME (parent/guardian/minor)	AGE

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facility and/or participate in the programs of the City of Montrose (the "Organization"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the Organization, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees, and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locally. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID-19 the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children or adults shall participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may

revise its procedures and any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER & UTILIZE THE ORGANIZATION'S SWIMMING POOL PREMISES AND PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) *whether caused by the negligence, active or passive, or the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.* To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of execution the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, and each of them from any loss, liability, damages or costs they may incur, *whether caused by the Organization's negligence, active or passive, or otherwise while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization.* The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children or adults in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children and adults due to negligence, active or passive, or otherwise while in, about on upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children or adults contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDESIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APRART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INLCUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTATND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and waiver of Liability, and Indemnity Agreement and agree to its terms. I also acknowledge and understand this is a fluid situation and operation of the pool and pool programs can change at any time.

Date: _____

Signature

Signature

Printed Name

Printed Name

Emergency Contact Name (Print): _____

Emergency Contact Number: _____