

Adult Aquatics Facility Participant Waiver

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring any action (in a court of law, arbitration, or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at the Lincoln Green East C.I.A. facilities and swimming pool, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that utilizing the facilities and swimming pool comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with use of the facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of the facilities and swimming pool and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Utilizing the facilities and swimming pool and accessing the Lincoln Green East Homeowners Association (“Association”) facilities could increase the risk of contracting COVID-19.** The Association in no way warrants that COVID-19 infection will not occur through swimming or attendance or otherwise accessing the Association’s facilities and swimming pool.

Coronavirus / COVID-19 Pre-Screening

I hereby certify and represent that the following statements are true and correct regarding my health at the time I choose to use the “Associations” facilities and swimming pool:

- I do not currently have a fever of 100°F or higher.
- I nor anyone in my family have been in contact with a person that has tested positive for COVID-19.
- I nor anyone in my family have been in contact with a person that is in the process of being tested for COVID-19.
- I have not had a fever of 100°F or higher, sore throat, body aches, trouble breathing, cough, loss of smell or taste or other flu-like symptoms within the past 24 hours.

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation of swimming and/or attendance at the Association’s facilities and swimming pool, I, _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, HOLD HARMLESS AND FULLY INDEMNIFY the Association and its nominated pool company, their respective officers, directors, shareholders, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, demands, losses, or costs of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Association’s facilities and swimming pool whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in using the Association’s facilities and swimming pool, and that I am voluntarily assuming said risks including any duty to observe social distancing, wear approved personal protection equipment (PPE) or any other directive as required by State and local governmental order(s). I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in any activity at the Association’s facilities and swimming pool, and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which may preclude my safe participation in swimming and/or attendance at the facilities and swimming pool. I further certify that I am of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding, I have been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certify that I am signing this agreement, after having carefully read and understood it, of my own free will.

Initial

Signature: _____

List all minor(s) in household below and
DOB (MM/YY):

Name: _____

_____ DOB: _____

Phone: _____

_____ DOB: _____

Address: _____

_____ DOB: _____

Email: _____

_____ DOB: _____

Emergency: _____

_____ DOB: _____

Contact Number

By listing any minors (those under 18 years of age) on this document and signing above, Parent(s) or court-appointed legal guardian(s) of said minors also agree and acknowledge that they and the minor(s) are subject to all the terms of this document, as set forth above.

Every adult (18 and over) in household must sign a waiver.