



## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**WAIVER AND RELEASE OF LIABILITY:** In consideration of being permitted to use Northville Swim Club (“NSC”) property, facilities, equipment and services, I, on behalf of myself or as responsible party for another including my child(ren), do hereby waive, release, and discharge NSC, its board members, bond holders, employees, and agents from liability for any and all claims, actions, damages, costs or expenses including those caused by the negligence or gross negligence of NSC, NSC staff, or NSC guests which may result in accidents, personal injury, hospitalization, loss of life or damage to property.

**ASSUMPTION OF ALL RISKS:** Swimming and physical activity, by its very nature, carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. I know, understand, and appreciate that these and other risks are inherent in the activities made possible by NSC. I hereby assert that my participation in these activities is voluntary, and that I knowingly assume all such risks. COVID-19: As a result of COVID-19, the World Health Organization has declared a worldwide pandemic. COVID-19 can cause extremely serious health problems including personal injury, illness, hospitalization, permanent disability, and death. COVID-19 is extremely contagious and is believed to spread from person to person, particularly in group settings. The wide array of COVID-19 symptoms, including lack of any noticeable symptoms, creates an inherent risk when attending any place or event where other people are present including NSC. By signing this agreement, I acknowledge the serious health concerns as well as the contagious nature of COVID-19 and voluntarily assume the risk that I or those for whom I am responsible may be exposed to or infected by COVID-19 at NSC and may experience personal injury, illness, permanent disability, or death or any other consequence as a result. I understand that the risk of COVID-19 exposure or infection may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NSC’s employees, directors, bond holders, volunteers, guests, and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, including any disability or death, to myself as well as any and all others exposed to the virus by me or the parties for whom I am responsible.

**INDEMNIFICATION:** In consideration of being permitted to participate in any and all conduct and or activity at NSC, I agree to indemnify (PAY FOR) and hold harmless NSC and all releasees from any and all claims, lawsuits, judgments and related proceedings including all attorney fees and costs incurred by NSC in the course of defending itself from such claims of any and all nature including allegations of intentional conduct or negligence, which are brought by or on my behalf or on behalf of anyone claiming through me, or on behalf of any person named below for whom I am responsible or my/their guests.

**RULES AND REGULATIONS:** I acknowledge that I have access to the NSC Club Rules via the NSC website ([www.northvilleswimclub.com](http://www.northvilleswimclub.com)). I agree that I, and any person for whom I am responsible, will fully comply with all such Rules and with all signage posted at the pool.

**ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue on my own behalf or on behalf of others. I acknowledge that I am signing the agreement freely and voluntarily, and intend it to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law.

**Signature Acceptance of All Terms (Adult):** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Name(s) of Minor(s) / Parties for Whom I am Legally Responsible:

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