

BIRCH BAY VILLAGE COMMUNITY CLUB

CORONAVIRUS/COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, though transmission through contaminated surfaces is also possible. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, prohibited the congregation of groups of people. Birch Bay Village Community Club (“BBVCC”) has put in place preventative measures to reduce the spread of COVID-19 such as regularly sanitizing equipment, enhancing cleaning methods, and enforcing social distancing in our common area facilities; however, BBVCC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, utilizing common area facilities within Birch Bay Village could increase your risk and your child(ren)’s risk of contracting COVID19.

By signing this agreement:

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by entering certain common area facilities with in BBVCC and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at BBVCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BBVCC employees, volunteers, other members and/or their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my own or my child(ren)’s use of BBVCC common area facilities (“Claims”). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless BBVCC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BBVCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of BBVCC facilities.

PRINT Name of Player: _____

Address: _____

Signature of Member or legal guardian: _____

(Parent or legal guardian must sign if participant is under 18)

Print Name of legal guardian: _____