

**COVID-19 RELEASE AGREEMENT OF LIABILITY WAIVER FOR ASTC MEMBERSHIP**

**MUST be signed prior to utilizing ASTC**

**June 2020**

UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE This is a legally-binding UNCONDITIONAL AND FULL TO GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND COVENANT NOT TO SUE made by me, APPLEWOOD SWIM AND TENNIS CLUB BOARD MEMBERS, ANY MEMBER OF THE APPLEWOOD SWIM AND TENNIS CLUB, APPLEWOOD SWIM AND TENNIS CLUB STAFF or AGENTS (hereinafter referred to as CUSTOMER) with APPLEWOOD SWIM AND TENNIS CLUB (ASTC).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including but not limited to the mutual promises, understandings, and covenants herein, Customer does hereby acknowledge: I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I AND OTHERS MAY BE EXPOSED BY ENTERING on the APPLEWOOD SWIM AND TENNIS CLUB premises at 850 TEAKWOOD DRIVE – YOUNGSTOWN OH 44512 or any other location performances/gatherings with our group occur.

THE FOLLOWING IS A NON-EXCLUSIVE LIST OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY: INJURY TO MYSELF OR OTHERS, CONTRACTING OF COVID-19, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS. IN NO EVENT SHALL APPLEWOOD SWIM AND TENNIS CLUB OR THOSE ASSOCIATED WITH IT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF CUSTOMER'S ENTERING on the ASTC premises at LOCATIONS noted. THE CUSTOMER, AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS, AND INDEMNIFY APPLEWOOD SWIM AND TENNIS CLUB AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING WITHOUT BEING LIMITED, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING BUT NOT LIMITED TO DEATH, APPLEWOOD SWIM AND TENNIS CLUB RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY ENTERING on the premises at LOCATIONS noted.

I understand that APPLEWOOD SWIM AND TENNIS CLUB is permitting individuals to enter the premises despite the ongoing spread of COVID-19, commonly known as "the Corona Virus." Despite efforts to prevent the spread of this virus, Customer might contract this virus at APPLEWOOD SWIM AND TENNIS CLUB. Said permission for Customer by APPLEWOOD SWIM AND TENNIS CLUB to enter the premises is not to be relied upon as determination that it is safe or advisable even if done in accordance with Center for Disease Control guidelines, State of Ohio guidelines, federal guidelines, local guidelines, and/or any other statutes, regulations, guidelines. All persons who enter the premises of APPLEWOOD SWIM AND TENNIS CLUB do so at their own risk and peril. APPLEWOOD SWIM AND TENNIS CLUB has no liability under any theory of liability for permitting Customer to enter the premises at APPLEWOOD SWIM AND TENNIS CLUB. I, therefore, agree to assume and take on myself all the risks and responsibilities in any way associated with my entry onto the premises of APPLEWOOD SWIM AND TENNIS CLUB. In

consideration of and return for the opportunity to enter the premises of APPLEWOOD SWIM AND TENNIS CLUB, I release the APPLEWOOD SWIM AND TENNIS CLUB (and all APPLEWOOD SWIM AND TENNIS CLUB owners, board members, employees, and agents) from any and all liability, claims, and actions that may arise from injury or harm to me or others, including death, or from damage to my property or to property of any other in connection with my presence at APPLEWOOD SWIM AND TENNIS CLUB. I understand that this release also covers liability, claims, and actions caused entirely or in part by APPLEWOOD SWIM AND TENNIS CLUB act or failure to act, including but not limited to negligence, mistake, or failure to enforce, supervise, or maintain. I assure APPLEWOOD SWIM AND TENNIS CLUB that there are no health-related reasons or problems which preclude or restrict or otherwise advise against by presence at APPLEWOOD SWIM AND TENNIS CLUB. I further assure the APPLEWOOD SWIM AND TENNIS CLUB that I have adequate health, property, and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my presence at APPLEWOOD SWIM AND TENNIS CLUB and I will indemnify and hold APPLEWOOD SWIM AND TENNIS CLUB harmless for any such medical costs or property damage. The facts, circumstances, situation, and advised response to COVID-19 is constantly changing, and APPLEWOOD SWIM AND TENNIS CLUB has no reliable way to keep fully abreast of this information. The fact that APPLEWOOD SWIM AND TENNIS CLUB is permitting Customer to enter the premises does not in any way, shape, form, or manner indicate that it is safe to do so. I understand that this release means I am giving up, among other things, all rights I may otherwise have to sue APPLEWOOD SWIM AND TENNIS CLUB, APPLEWOOD SWIM AND TENNIS CLUB owners, board members, employees, and or agents for injuries (including death), damages, or losses I may incur or cause. I agree to hold APPLEWOOD SWIM AND TENNIS CLUB, APPLEWOOD SWIM AND TENNIS CLUB owners, board members, employees, and or agents, harmless from all claims made by third parties that are in any way associated with my entry onto the premises of APPLEWOOD SWIM AND TENNIS CLUB. I shall be liable for all attorney fees, Court costs, and all other costs incurred by APPLEWOOD SWIM AND TENNIS CLUB in enforcing or defending any such claim or any portion of this Release. I also understand that this release is binding on all of my minor children and minors for whom I am legal guardian, as well as the heirs, executors, administrators, and assigns of my minor children and minors for whom I am legal guardian. I further understand that if I am executing this release on behalf of a minor child, then I shall hold APPLEWOOD SWIM AND TENNIS CLUB harmless against the claims of any other parent or legal guardian of said child who has not signed this release. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.

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Member Signature	Membership Number	Date
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**THE ABOVE DOCUMENT MUST BE SIGNED BY THE MEMBER HOLDING THE ASTC MEMBERSHIP PRIOR TO ANY INDIVIDUAL UNDER THAT MEMBERSHIP ENTERING THE ASTC PREMISES.**