

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

WESTFIELD POOL has put in place measures that WESTFIELD POOL hopes will minimize any increase in risk of spreading COVID-19 that might result from activities at WESTFIELD POOL. However, WESTFIELD POOL cannot guarantee that you will not become infected with COVID-19 or that you will not become a carrier of COVID-19. Further, visiting WESTFIELD POOL could increase your risk of contracting COVID-19 and your risk of carrying COVID-19 and infecting others who do not visit the pool.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I (and/or my family members) may be exposed to or infected by COVID-19 by visiting WESTFIELD POOL that such exposure or infection may result in personal injury, illness, permanent disability, and death to me and to others, including others who do not visit the pool. I understand that the risk of becoming exposed to or infected by COVID-19 at WESTFIELD POOL may result from the actions, omissions, or negligence of myself and others, including, but not limited to, WESTFIELD POOL Board, employees, subcontractors and members.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (and/or my family members) or others, including, but not limited to, personal injury, disability, death, or illness and all resulting damages, losses, claims, liabilities, and expenses, of any kind, that may occur in connection with my visiting WESTFIELD POOL. I hereby release, covenant not to sue, agree to indemnify, discharge, and hold harmless WESTFIELD POOL, its Board, employees, subcontractors, members, of, from, and against the Claims, including all liabilities, claims, actions, damages, costs or expenses, including attorneys' fees, of any kind arising out of or relating thereto. I understand and agree that this release and assurance of indemnification includes any Claims based on the actions, omissions, or negligence of WESTFIELD POOL, its Board, employees, subcontractors, members, whether a COVID-19 infection occurs before, during, or after visiting WESTFIELD POOL.

Signature: _____

Printed Name: _____ Date _____

Membership #: _____