

Old Farm Swim and Paddle Tennis Club

WAIVER & RELEASE AGREEMENT

In consideration of my use of any and all of the facilities available to members and guests of Old Farm Swim & Paddle Tennis Club (“OF”), including the pool, platform tennis courts, pickleball courts, basketball court, volleyball court, dressing rooms, etc. (collectively the “Facilities”), I, on behalf of myself, my family, and as parent/guardian of my minor children, voluntarily agree to abide by the rules and regulations established by OF for use of the Facilities. I understand that a violation of these rules and regulations will give OF the unconditional right to revoke my membership without liability or refund of any dues paid to OF. I further agree that OF will not be responsible for any loss of, damage to, or destruction of my personal belongings (including personal property and/or electronics) or automobile(s) (“Member Property”) on OF grounds. I understand I am required to remove all Member Property from OF grounds after using the Facilities. I agree that OF may dispose of any Member Property left on OF grounds without liability and at my expense.

I acknowledge and understand that I may be injured during my use of the Facilities. I agree to voluntarily assume the risk of injury while using the Facilities and understand that I am participating in sporting activities “at my own risk.” I am fully aware of, acknowledge, and understand the contagious nature of COVID-19. I, on behalf of myself and my child(ren), agree to voluntarily assume the risk that I/we may be exposed to or infected by COVID-19 while on the OF premises and/or while using the Facilities, and that such exposure or infection may cause/result in personal injury, illness, permanent disability, death, and other damages including, but not limited to, lost wages, medical expenses, and expenses of any other kind, whether known or unknown.

I, on behalf of myself and my child(ren), agree to release, covenant not to sue, discharge, indemnify, and hold harmless OF, the OF Board of Directors, all management companies, and their agents, servants, employees, successors, representatives, and assigns, (collectively "Releasees"), from any and all claims for personal injury, illness, permanent disability, death, and other damages including, but not limited to, lost wages, medical expenses, and expenses of any other kind, whether known or unknown resulting from my/my child(ren)'s use of the Facilities and/or COVID-19 infection ("Claims"). Use of any OF facilities constitutes acceptance of this waiver and release of Claims by myself and by and on behalf of my child(ren).

Print Name: _____

Date: _____

Signature: _____