



# Hunter Mill Swim & Racquet Club

## HUNTER MILL SWIM AND RACQUET CLUB PROPERTY AND FACILITIES GUEST WAIVER AGREEMENT AND RELEASE FROM LIABILITY

This Guest Waiver Agreement and Release from Liability (“Agreement”) is entered into on the date executed below, by and between Hunter Mill Swim and Racquet Club (“Club”) and the undersigned individual (“Guest”), who is a rightful invitee and guest of a member of the Club, who desires to use the Club’s property and facilities, including but not limited to, the Club’s swimming pools, pool amenities, locker rooms, bathrooms, recreation areas, tennis, and basketball courts, and all other facilities (“Facilities”), owned and operated by the Club. By signing below, Guest hereby agrees to the following:

1. **Guest Responsibilities:** If, prior to using any of the Facilities, I have any concern about the condition or safety of the Facilities, or if I believe anything relating to the Facilities is unsafe, I will not enter the Facilities and will promptly notify the Club’s lifeguards, employees, independent contractors, Board of Directors, or management of my concern. If at any time during the use of the Facilities, I feel that anything related to the Facilities is unsafe, or feel unsure as to the safety of the activity in which I am engaging, I will immediately cease to participate and notify the Club’s lifeguards, employees, independent contractors, Board of Directors, or management of my concern.

2. **Guest Assumption of Risk:** I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, as well as severe social and economic losses, which might result not only from my own actions or inactions, but from the actions or inactions or negligence of others; and that there may be other risks not known, or not reasonably foreseeable, at the time of such activity. I agree to assume all the foregoing risks, and any others that may come from use of the Facilities; and accept personal responsibility and liability for the consequences of any injury, permanent disability, or death.

3. **Hold Harmless of the Club:** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)’s use of the Facilities at the Club. I agree to release, discharge, indemnify and hold harmless the Club (as well as its officers, directors, employees, representatives, volunteers, independent contractors, attorneys and members) from any liability, claim, suit, action, demand, damage, cost or expense of any nature arising out of any personal injury and/or property damage that I, or my child(ren), might suffer as a result of any participation in activities at the Club and use of the Facilities of the Club. I acknowledge that by signing this Agreement, I am waiving certain legal rights, including, without limitation, the right to sue the Club and its elected officers, directors or members, arising out of any personal injury and/or property damage that I or my child(ren) may suffer, directly or indirectly, while using the Facilities. I agree to pay the attorneys’ fees and costs incurred by the Club or any of the foregoing persons mentioned in this paragraph in the event that I, or any person on my behalf, bring a Claim that has been waived by this agreement.

4. **Parties Covered by the Agreement:** I agree that I am executing this Agreement on behalf of myself, and any minor children of which the I am the parent or guardian, in order to use the Facilities of the Club.

5. **Freedom to Execute:** I acknowledge and agree that I am entering into this Agreement of my own free will and without duress.

6. **Entire Agreement; Choice of Law:** I expressly agree that this Agreement is the sole and exclusive understanding between me and the Club, and that any other oral or written representation or expression of intent is not to be given any legal effect and is deemed to be null and void. I further hereby agree that this Agreement is to be interpreted in accordance with the laws of the Commonwealth of Virginia, as broadly and inclusively as those laws permit.

**COVID-19 WAIVER**

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and is believed to be spread from person-to-person contact. I understand the Club has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that I or my child(ren) will not become infected with COVID-19. Further, I acknowledge and understand that my physical presence at the Club and use of its Facilities could increase my risk and my child(ren)'s risk of contracting COVID-19. By agreeing to this statement, 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 attending Club activities and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club and use of its Facilities may result from the actions, omissions, or negligence of myself and others, including but not limited to, Club lifeguards, employees, independent contractors, Board of Directors, or members.

I nevertheless voluntarily agree to assume all of the foregoing risks, and I agree to release, discharge, indemnify and hold harmless the Club (as well as its officers, directors, employees, representatives, volunteers, independent contractors, attorneys and members) from any liability, claim, suit, action, demand, damage, cost or expense of any nature arising out of my or my child(ren)'s exposure to or infection of COVID-19, and agree to pay any attorneys' fees and costs incurred by the Club or any of the foregoing persons mentioned in this paragraph in the event that I or any person on my behalf bring a claim that has been waived by this agreement.

**IMPORTANT NOTICE**

**I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND ENTER IT WILLINGLY AND VOLUNTARILY. I HEREBY AGREE TO THE TERMS OF THIS AGREEMENT ON MY BEHALF, AND ON BEHALF OF ALL MINOR CHILDREN OF WHICH I AM THE PARENT OR GUARDIAN.**

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Guest name (Self, Parent or Guardian)

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Guest signature (Self, Parent or Guardian)

\_\_\_\_\_  
Date

Names of minor children:

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