**Foothills Swim & Racquet Club (FSRC) COVID -19 Waiver**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:**

I understand that COVID-19 is spread by contact with others. I agree to keep my social and physical distance from other FSRC members. I understand it is my responsibility to keep my social & physical distance from others to be safe and follow the guidelines set forth by the CDC, the Governor of Colorado, the CO Department of Public Health and Environment, as well as the El Paso County Department of Public Health, and medical experts.

**WAIVER AND RELEASE OF LIABILITY:**

By signing below, I acknowledge that I am aware of the dangers of COVID-19, and even so, I do hereby, on behalf of myself, my personal representatives and my heirs, voluntarily agree to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY Foothills Swim & Racquet Club, its Board of Directors, and the staff of Out of the Box Performance from any and all claims, actions of losses for bodily injury, property, wrongful death, loss of services otherwise which may arise out of *my use of the club, my minor children’s use of the club, or my or their participation* in any activities thereon. I specifically understand that I am releasing, discharging, and waiving any claims or actions (right to a lawsuit) that I may have presently or in the future for any injuries or illness that could occur by contracting COVID-19 during *my, or my minor children’s*, visits to Foothills Swim & Racquet Club.

**INDEMNIFICATION AGREEMENT:** For and in consideration of being permitted to use Foothills Swim & Racquet Club, I agree to this WAIVER, RELEASE, AND INDEMNIFICATION; the undersigned joins in this WAIVER AND RELEASE and stipulates and agrees to HOLD HARMLESS, INDEMNIFY, Foothills Swim & Racquet Club, its Board of Directors, and the STAFF of Out of the Box Performance from and against any and all claims, actions, demands, expenses, liabilities, injuries and/or damages from contracting COVID-19, and NEGLIGENCE made or brought by the undersigned or by anyone on behalf of the undersigned, as a result of the undersigned’s use of Foothills Swim & Racquet Club, or the use of Foothills Swim & Racquet Club by undersigned’s minor aged children. Moreover, if the undersigned brings forth a cause of action in violation of this agreement the undersigned agrees to the arbiter of Foothills Swim & Racquet Club’s choosing and agree to attorney fees if the undersigned does not prevail.

**RELEASE:** In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns do hereby release Foothills Swim & Racquet Club, its Board of Directors, and the staff of Out of the Box Performance from any liability and waive any claim from damages arising from any cause whatsoever.

**SURVIVABILITY:** If any portion of this contract for use, release of liability and waiver is held invalid, it is agreed that the remainder shall not withstanding, continue in full legal force and effect.

By signing this form, I have agreed with Foothills Swim & Racquet Club as to the Risks of COVID-19 and take responsibility for those risks, and I have read the entire document, understand it completely and agree to be bound to its terms**. \*\*\* Member’s children 18 & older sign a separate waiver \*\*\***

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEMBER # \_\_\_\_\_\_\_

MEMBER OR GUEST’s PRINTED NAME SIGNATURE:

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