

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 can cause severe illness and death, and older adults and people of any age who have underlying medical conditions may be at higher risk for severe illness and death from COVID-19. As a result, federal, state, and local governments and health agencies recommend social distancing, face coverings, frequent hand washing, and other preventative measures to reduce the spread of COVID-19, and have, in many locations, prohibited certain activities as well as the congregation of groups of people.

The Beach Club (“the Club”) has put in place various preventative measures to reduce the spread of COVID-19 by employees, members, and guests; however, the Club cannot guarantee that you, your spouse or your child(ren) or guests will not become infected with COVID-19, or a COVID-19 related illness, while visiting the Club, whether or not participating in activities such as dining, playing sports or enjoying your beach equipment on the sand while there, nor can the Club guarantee that entrance into or use of the Club or participation in activities is permitted under all federal, state, and local orders, laws and regulations. Further, entering the Club could increase your, your spouse’s and your child(ren)’s and guests’ risk of contracting COVID-19.

Every person entering the Club or using any of the Club’s facilities must abide by the Club’s preventative measures to reduce the spread of COVID-19, and must sign a copy of this agreement. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your spouse and your child(ren) and guests may be exposed to or infected by COVID-19 by visiting the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions or omissions (whether or not constituting negligence) of yourself, your spouse and your child(ren) and others, including, but not limited to, Club employees and other members and guests and their families. You also assume the risk that entering or using the Club or participating in activities may not be permitted under all federal, state, and local orders, laws and regulations.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or other consequences to you, your spouse or your minor child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, or fine or imprisonment, that you or they may experience, suffer or incur in connection with your or their entrance into the Club, use of any Club facilities or participation in Club programming (“Claims”), related to COVID-19, or a COVID-19 related illness. On behalf of yourself, your spouse and your minor child(ren), you hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, that are related to COVID-19, or a COVID-19 related illness. You understand and agree that this release includes any Claims based on the actions or omissions (whether or not constituting negligence) of you, your spouse, your child(ren) or the Club, its employees, agents, and representatives, whether a COVID-19 infection, or COVID-19 related illness, occurs before, during, or after you, your spouse or your child(ren) visit the Club or participate in any Club program.

Signature _____ **Date** _____
of Member/Parent/Guardian

Print Name _____
of Member/Parent/Guardian, Spouse and Minor Children