WILDWOOD MANOR SWIMMING POOL 2023 LIABILITY WAIVER

WAIVER AND RELEASE OF LIABILITY FORM RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY PAYING YOUR DUES YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

In consideration of being allowed entry into and use of the Wildwood Manor Pool (and all associated property and facilities, "WMSPA", located at 10235 Hatherleigh Drive, Bethesda, MD 20814), participate in activities and events at Wildwood Manor Pool, (including training, practices, meets, etc.), the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from various bacterial and viral infectious diseases including but not limited to Methicillin-resistant Staphylococcus aureus (MRSA), Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome ("MERS"), influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, and cannot be entirely eliminated; and,

2. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my family, including child(ren), and my guests may be exposed to or infected by COVID-19 while on site at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the WMSPA, WMSPA Board, WMSPA Committee members (paid and volunteer), WMSPA pool management company's employees, volunteers, and other participants/attendees and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) and guests may experience or incur in connection with attendance at the pool or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the WMSPA, WMSPA Board, WMSPA Committee members (paid and volunteer), WMSPA pool management company and their employees, agents, and representatives, and their families, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the WMSPA, WMSPA Board, WMSPA Committee members (paid and volunteer), WMSPA pool management or other individuals acting on behalf of the WMSPA, WMSPA Board, WMSPA Committee members (paid and volunteer), WMSPA pool management company and their employees, agents, and representatives and their families, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities, and,

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or others, and assume full responsibility for my participation in the Activities; and,

4. I willingly agree to comply with guidelines adopted by Wildwood Manor Pool from time to time for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS the Wildwood Manor Pool Board, Pool Committee members (paid or volunteer), or the individuals acting on behalf of the Wildwood Manor Pool (individually and collectively "RELEASEES"), WITH RESPECT TO ANY AND ALL LIABILITY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property in connection with the Activities, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Additional Rules for the 2023 Season:

To comply with Federal, State, and Local guidelines, you are required to comply with the following additional rules or be subject to the suspension of membership and use of WMSPA facilities:

1. Parents, please follow your children into the bathroom to see that children adequately clean up after themselves after bathroom use.

2. Sanitize your hands and the hands of those in your care frequently while at the pool facility.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PAYING MY DUES AND VOLUNTARILY, UNDERSTANDING THAT EXECUTION OF THIS AGREEMENT IS A CONDITION TO UTILIZATION OF THE POOL, AND RELATED PROPERTY AND FACILITIES.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) PARENT OR LEGAL GUARDIAN.

This is to certify that I, as parent/guardian, with legal responsibility for the children listed on my pool account, have read and explained the provisions in this document to my child/ward, including the risks of presence and participation in the Activities, and his/her personal responsibilities for adhering to guidelines adopted by Wildwood Manor Pool from time to time for protection against communicable diseases, and that such diseases may be contracted even if such guidelines are followed. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do hereby release and agree to indemnify and hold harmless the Releasees, for any and all liabilities or

claims incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent provided by law. In addition, on behalf of myself, my spouse and my child/ward, I assume the risk of myself, my spouse, and my child/ward contracting communicable diseases at the Activities, and/or providing transportation to my child/ward.