



### **Waiver of Liability, Assumption of Risk, and Indemnity agreement related to COVID – 19**

This is a waiver of rights, assumption of risk, and indemnity agreement. Although we are pleased to be able to open Gulph Mills JKST Tennis club on a limited basis, in accordance with guidance from the Center For Disease Control and Prevention(CDC) and our state and local authorities, including but not limited to Montgomery County authorities, and with appropriate safety and social distancing measures in place, given the unique current circumstances we are requiring that this document be signed as a condition to entering onto and using the premises to engage in a recreational activity.

#### **Agreement to Follow Protocols**

I acknowledge that my participation in the activity and/or failure to follow and obey all protocols noted above can be inherently dangerous and I may suffer injury or fatality or may be exposing myself to the COVID – 19 virus. I agree to accept these terms, and any and all other risks associated with the activity.

#### **Release**

I freely and voluntarily release, waive, relinquish, and discharge, (The Premises) and its owner, successors, and affiliates, subsidiaries, employees, contractors, agents and assigns (“Releases”) from any and all claims whatsoever, whether known or unknown, which are related in way direct or indirectly to the COVID-19 virus. I understand knowingly waive any and all rights I may have under Pennsylvania Civil Code Section 1542, which states: “ A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or releasing party ”

#### **Indemnification**

I agree that I, my assignees, heirs, and legal representatives will indemnify and hold harmless Releases from and against any and all claims, whether known or unknown, arising out of or resulting from any act or omission by me, or by anyone for those whose acts I may be liable, related in any way to the COVID-19 virus.

**Knowing and Voluntary Execution**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERTSAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND (THE PREMISES

Print Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_