

COVID-19 SWIM TEAM PARTICIPATION AND POOL AREAS USE
RELEASE AND WAIVER AGREEMENT
AVENEL COMMUNITY ASSOCIATION

In consideration of entry and use of the “Pool Areas” (defined below) of Avenel Community Association, Inc. (the “Association”), and participation in “Swim Team Activities” (defined below) that take place at such Pool Areas, by my below identified minor child(ren) (“My Child”), by signing this Swim Team Participation and Pool Areas Use Release and Waiver Agreement (the “Release”), I, the undersigned Parent or Legal Guardian, agree to the following terms and conditions.

(1) Definitions:

- a. As used herein, “Pool Areas” shall mean the Association’s pool(s) and the area and property adjacent to, related to, or associated with the Association’s pool(s), including, but not limited to, the pool deck, pool furniture, doors, fences, gates, bathrooms, hot tubs, bathroom doors, showers, sinks, bathhouses, water fountains, entrances, equipment, handrails, slides, diving boards, pool safety ropes, doorknobs/door handles, noodles, hand dryers, pool toys, and any other fixtures, property or equipment located in or adjacent to the Pool Areas.
- b. As used herein “Swim Team” shall mean the organized swim team of the Avenel Community Association composed of children ages of approximately 7 through 18 that train and practice at the Pool Areas and competes in Montgomery County and other swim competitions.
- c. As used herein “Swim Team Activities” shall mean all activities of the Avenel Association Swim Team, which require the use of the Pool Areas for practices, training, meets and any other similar events and activities.

(2) I understand and agree that the Pool Areas are part of the Common Areas of the Association and all rights by My Child to use and enjoy the Pool Areas for Swim Team Activities are subject to the Association’s right to adopt reasonable rules regarding the use of the Pool Areas and the right to adopt reasonable rules regarding Swim Team use of the Pool Areas and Swim Team Activities within the Pool Areas. Accordingly, I understand that the Association is requiring all Parents or Guardians of all Swim Team participants to execute and submit this Release before entering and using the Pool Areas, in an effort to promote the safety and enjoyment of those using the Pool Areas and to implement reasonable precautions to limit the spread of the COVID-19 virus.

(3) I understand and agree that the Association has or may implement rules and restrictions regarding the use of the Pool Areas, including specific rules and restrictions applicable to the Swim Team and the Swim Team Activities in order to comply with governmental requirements and recommendations by public health officials with respect to the COVID-19 concerns so that the Pool Areas may be opened for limited Swim Team use and I agree that I will be responsible for compliance with such rules and restrictions by My Child. I agree that if My Child tests positive for COVID-19, is or becomes symptomatic of COVID-19, or has been in contact with someone who has tested positive for COVID-19, My Child will not enter, use, enjoy, the Pool Areas and/or participate in Swim Team Activities for at least fourteen (14) days after the date of the positive test, full alleviation of such symptoms, or most recent contact with someone who has tested positive for COVID-19, whichever is later, in order to prevent the others who may use the Pool Areas and/or participate in Swim Team Activities from becoming infected with COVID-19.

(4) I further understand and agree that despite the Association’s implementation of the rules and restrictions regarding the Pool Areas and the Swim Team Activities within the Pool Areas, compliance with guidance issued by governmental and public health agencies, including, without limitation periodic cleaning and disinfection, the Pool Areas and others using the Pool Areas, including without limitation the participation in Swim Team Activities remain a potential source of transmission of contagious pathogens that could causes viruses, such as COVID-19. I for myself and for My Child acknowledge, understand and agree that by entering, being in proximity to, and being in the Pool Areas and/or using any portion of the Pool Areas, including without limitation for Swim Team Activities, My Child may be

exposed to and may contract a contagious virus, such as COVID-19, and I voluntarily and knowingly assume all such risks associated with the same. I am aware of the danger that COVID-19 may present to the health of My Child and the health of my family, friends and others with whom My Child may have contact, including serious illness, hospitalization, and death, and I agree to assume these risks on behalf of My Child by entering, being in or use of the Pool Areas and participation in the Swim Team Activities.

(5) I, for myself and My Child my/our heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of My Child's injury, illness, or death including, without limitation caused by contracting COVID-19, hereby knowingly, voluntarily, and intentionally release and hold harmless the Association, its Board of Directors, officers, management agent, pool management company and employees and agents of the Association or its contractors ("Released Parties") from any and all liability, injuries, causes of action, including negligence, damages and claims related to any injury, illness, or death including, without limitation, any claims relating to contracting COVID-19, that may befall myself or My Child arising out, related to, resulting from, or caused by My Child's entrance, presence, or use of the Pool Areas and/or participation in the Swim Team Activities, unless the result of willful misconduct by any of the Released Parties. In addition to the above, in all cases I hereby waive on my own behalf and on behalf of My Child, if any, any claim for consequential, incidental, special or punitive damages. I agree to indemnify and defend the Released Parties for any accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me or My Child related to or in connection with My Child's use of the Pool Areas and/or participation in the Swim Team Activities, including, without limitation, a subsequent COVID-19 infection.

(6) I further understand and agree that by signing this Release, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations of the Association relating to the Pool Areas, Swim Team and Swim Team Activities, and I willingly agree to ensure My Child understands and complies with all such rules and regulations relating to the Pool Areas, including any requirements to wear facemasks in the Pool Areas, to adhere to social distancing requirements, to wipe down furniture before and after use, and to follow instructions of pool staff and Swim Team officials and coaches.

(7) This Release shall be interpreted under the laws of the State of Maryland.

I UNDERSTAND THE RISKS OF USING THE POOL AREAS AND PARTICIPATING IN SWIM TEAM ACTIVITIES AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT DUE TO UNKNOWN LIABILITY CONCERNS ARISING OUT OF COVID-19, THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION TO ALLOW FOR THE USE OF THE POOL AREAS FOR THE SWIM TEAM AND SWIM TEAM ACTIVITIES.

The terms of this Release are severable. If any part or provision of it is held by a court of law to be unenforceable, the remaining provisions shall nevertheless be effective and enforceable.

By: _____
(signature of Parent or Legal Guardian)

Child's Printed Name _____

Child's Printed Name _____

Child's Printed Name _____