



Assumption of Risk, Release and Permission for Contact Tracing

I wish to use Mountain Creek Swim Club (the “Club’s) Pool, Pool Deck, Parking Lot, Pavilion and or any other area of the Club (the “Facility”) and by signing this Assumption of Risk, Release and Permission for Contact Tracing Agreement, I agree on my own behalf, and on behalf of each and all of the minor children listed below (together, “Participants”) to all of the terms of this Agreement.

By signing this Agreement, I promise that I am aware (i) of the pandemic caused by the Covid-19 virus, and in particular that the Covid-19 virus can be transmitted by, among other methods, person to person contact through inhaling in the vicinity of another person, or touching a surface that another person has touched; (ii) that the Covid-19 virus may be transmitted by both persons showing symptoms, and persons not showing symptoms of the Covid-19 virus; (iii) the Club and its officers, contractors, suppliers, agents, pool management company and their employees, contractors, suppliers and agents (together, “Club Agents”) cannot prevent the spread of the Covid-19 virus; (iv) the Covid-19 virus can cause prolonged shortness of breath, illness, injury, permanent disability, and even death in some persons; (v) currently there is no cure for the Covid-19 virus; and (vi) that the Club’s standard liability insurance policy may not cover claims of any kind arising from the Covid-19 virus.

After carefully reviewing the preceding terms, risks, and warnings, and the Club’s Covid-19 Policy, which is found on the Club’s website, and without being obligated in any way to use the Facility, I voluntarily agree on behalf of each and all of the Participants named herein, to each and all of the following:

1. All of the Participants WILL ABIDE BY the Club’s Covid-19 Policy while at the Facility, even though doing so may be inconvenient; and
2. I VOLUNTARILY ASSUME ALL RISKS, and accept all responsibility, on behalf of all Participants, related to or arising from the Covid-19 virus, including any and all potential consequences from that Covid-19 virus, as a result of any direct or indirect use of the Facility; and
3. I WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE, for all Participants, any and all claims, rights, actions, damages, costs or expenses of any kind whatsoever, whether monetary, compensatory, punitive or otherwise, that any Participant, or their spouse, children, heirs, executors, or trustees, may have or will ever have against the Club or any Club Agents for any and all actual or potential consequences from the Covid-19 virus that a Participant may suffer as a result of any direct or indirect use of the Facility; and
4. I AGREE to provide to the Club my name, telephone number and e-mail address, and, in the event that any person who has used the Facility tests positive for the Covid-19 virus, I permit the Club to pass on that information to others who have used the Facility, and health care professionals for contact tracing.

Mountain Creek Swim Club
2092 Mountain Creek CT
Stone Mountain, GA 30087
www.mountaincreekswimclub.com



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Executed and agreed to, in person, this _____ day of _____ 2020.

(Signature)

Date

(Print Name)

Telephone #

E-mail address

(Signature)

Date

(Print Name)

Telephone #

E-mail address

MINOR CHILDREN ALSO COVERED BY THIS AGREEMENT, EACH OF WHICH IS ALSO DEEMED A
“PARTICIPANT” UNDER THIS AGREEMENT

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)

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