

CITY OF MOUNTAIN PARK
COVID-19 WAIVER RELEASE & CONSENT
Required for Use of City Pool

Based on the guidance of the Governor of the State of Georgia, as well as the Centers for Disease Control and the Georgia Department of Public Health, the City of Mountain Park has chosen to make the City pool available for use by people who purchase pool passes. The City has implemented a policy of increased sanitation of the pool in light of the guidance provided by the applicable authorities, including rules intended to enforce social distancing at the pool. As a condition of use of the pool, patrons must comply with those rules, or will be asked to leave without refund of pool pass purchase price. As a further condition, pool patrons must acknowledge the inherent risk of gathering in a public area and swimming in a public pool, particularly during the present COVID-19 pandemic, and waive and release the City and its officers and employees of any liability for any injury or illness arising from the patron's use of the pool facilities.

I _____ (“PATRON”) ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE CITY OF MOUNTAIN PARK, GEORGIA, AND ITS RESPECTIVE AGENTS, EMPLOYEES, AND OFFICERS (COLLECTIVELY “RELEASEES”), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING BELOW.

In consideration of the issuance of a pool pass to me by one or more Releasees, I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT COVID-19 IS A CONTAGIOUS VIRUS THAT IS STILL NOT FULLY UNDERSTOOD AND I FULLY REALIZE THE DANGERS OF PUBLIC GATHERING AND SWIMMING IN A PUBLIC POOL AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITY. I ACKNOWLEDGE THE RISK of infection of COVID-19 from public facilities, pool staff, or other pool patrons, who may or may not follow the rules for the use of the pool. I ACKNOWLEDGE THAT COVID-19 is a serious illness which may lead to medical treatment, hospitalization, permanent physical impairment and even death. I ALSO ACKNOWLEDGE COVID-19 is extremely contagious, and, if I am exposed to it, I may infect others even if I do not get sick. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively “Successors”) I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES’ OWN NEGLIGENCE OR FAILURE TO FOLLOW PUBLIC HEALTH GUIDELINES, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my use of the pool facilities. I agree it is my sole responsibility to be familiar with the rules for the use of the pool facilities and agree to comply with all such rules and regulations. Further, I affirm, and will abide by, the following statements:

_____ I have no physical or medical condition which would cause me to be of heightened risk for COVID-19 infection.

_____ I have not been exposed to COVID-19 to the best of my knowledge, and have not tested positive for COVID-19 infection.

_____ I will not come to the pool if I have a fever within the prior 24 hours to any pool visit. I will not come to the pool if I any have symptoms of COVID-19 infection, which include cough, shortness of breath or difficulty breathing, fever, chills, sore throat, new loss of taste or smell.

For parents and guardians of minors:

List minors who will use the pool:

I agree that this release will apply to the claims of the above-listed minors to the greatest extent allowed by law. I affirm that I am authorized to sign as the parent or guardian of the above-named minors, and that I understand that the Releasees are relying on that affirmation and would not allow the minors to use the pool facilities if I did not make this affirmation.

_____ The minor has not been exposed to COVID-19 to the best of my knowledge, and has not tested positive for COVID-19 infection.

_____ I will not permit the minor to come to the pool if the minor has had a fever within the prior 24 hours to any pool visit, or if the minor exhibits any symptoms of COVID-19 infection, which include cough, shortness of breath or difficulty breathing, fever, chills, sore throat, new loss of taste or smell.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should anyone assert a claim contrary to what I have agreed to in this contract, I will indemnify and hold harmless Releasees for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable to the greatest extent allowable under the law of Georgia. Should any dispute arise under this agreement or in regards to the event, I agree that the laws of Georgia shall apply, without regard to the conflict of laws principles thereof.

By signing this document, I certify that I have read this document, fully understand it and that I am not relying on any statement or representations of any of the Released Parties. This document shall be binding upon my heirs, executors, administrators, assigns and me.

POOL PATRON: **Signature:** _____

Print Name: _____

Home Address: _____

City/State/Zip: _____