



RUSTIC WOODS

**COVID-19 WAIVER AND RELEASE OF LIABILITY FOR THE USE OF
THE RUSTIC WOODS HOA SWIMMING POOL
2022 Season**

EVERY ADULT MUST FILL THIS FORM OUT INDIVIDUALLY. THE HOA BOARD WILL REFUSE ENTRY TO ANY ADULT NOT SUBMITTING THIS FORM IN ADVANCE

TODAY'S DATE: _____

UNIT #: _____

NAME: _____

I OWN or RENT in the Rustic Woods Community. (Circle One)

In consideration of being allowed to participate in any way in the use of the **Rustic Woods Swimming Pool** (the "pool"), the undersigned acknowledges and agrees to the following:

1. I am aware of the risks of injury and illness (e.g., communicable diseases such as MRSA, influenza and COVID-19) from the use of Rustic Woods' pool are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and

2. 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; and

3. I hereby agree to comply with all of Rustic Woods' rules and regulations for attendance at the pool and participation in all related activities; if, however, I observe any unusual 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

4. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, THE VILLAGE OF RIDGFIELD PARK, ITS ELECTED AND APPOINTED OFFICIALS, COMMISSIONERS, OFFICERS, AGENTS AND/OR EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I have read this COVID-19 Waiver and Release of Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Name PRINT: _____

Participant Signature: _____

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

Please list child(ren)'s full name:

This is to certify that I, as parent/guardian with legal responsibility for the above-named participant(s), have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward, and our respective heirs, assigns, personal representatives and next of kin: do consent and agree to his/her release provided above for all the Releasees; and do further release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, even if arising from their negligence, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date Signed: _____

Emergency Phone Number: _____