

**Safety Code of Conduct and Waiver for Lake Park Recreation Association
Assumption of risk and waiver of liability associated with coronavirus and COVID-19**

I understand that coronavirus is highly contagious and that it is usually transmitted from person to person. I understand that attending pool/club activities (including but not limited to swimming, diving, volleyball, tennis, etc) with other people could increase my risk of contracting the virus even if I follow all the protection guidelines. I understand that participating in pool/club activities is a personal decision and completely voluntary and not required for continued pool/club membership in any way. In order to best protect myself, my family, other members, and my community, I promise to follow all social distancing and other protective measures required by Lake Park Recreation Association, as well as any state or local mandates that are in effect.

Member Supplementary COVID-19 Safety Code of Conduct	Adult Member initials to indicate agreement
I promise not to come to the pool/club facilities if I 1) have had COVID-19 and do not have a doctor's note permitting me to return to the pool/club, 2) do not feel well, 3) have a temperature above 100.00°F*, 4) have been around anyone who has had COVID-19 in the past two weeks, feel ill, or have a fever, 5) have traveled but not completed the two-week self-quarantine period recommended by the CDC or required by state mandate.	
I promise not to come to the pool/club if someone in my household doesn't feel well or has a temperature greater than 100.00°F.	
I promise not to come to the pool/club if I have been in contact with anyone diagnosed with COVID-19 in the past two weeks.	
I will follow my pool/club's social distancing rules AT ALL TIMES even if recommended spacing is greater than 6 feet.	
I will not spit in the pool, on deck, on volleyball and/or tennis courts, or near the facility at any time.	
I will not touch anyone else's belongings.	
I will arrive at the pool showered and dressed to swim and will leave in my suit.	
I will bring only the essential items with me to the pool/club.	
I will bring my own beverages with me, no beverages will be available for hydration at the facilities.	
If a COVID-19 infection occurs at my pool/club or new information becomes available about additional risk reduction, I will follow all extra protective measures required by my pool/club.	
Failure to follow these rules will result in loss of my ability to participate at the pool/club, until a time where restrictions are not required.	

All swimmers, parents/guardians, volleyball players, and tennis players must agree to review and abide by this Safety Code of Conduct before voluntarily participating in Lake Park Recreation Association programs or use of facilities. All other Lake Park Recreation Association and AquaTech codes of conduct, rules, and policies remain in effect unless otherwise stated.

Adult Member/Parent/Guardian Signature

Date

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ACKNOWLEDGEMENT

In consideration for being permitted to participate in the programs of Lake Park Recreation Association ("the pool/club) including, but not limited to, observation or use of facilities or equipment, or participation in any on or off-site program affiliated with Lake Park Recreation Association, I acknowledge that (a) novel coronavirus ("COVID-19") infections have been confirmed throughout the United States including in North Carolina; (b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; and (c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

AGREEMENT TO ABIDE BY POOL/CLUB PROCEDURES/POLICIES

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the programs of the pool/club if I, he or she: (i) experiences symptoms of COVID-19 including without limitation, fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste and/or smell (or any other symptom later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify lpkrecassoc@gmail.com, and lakeparkboardchair@gmail.com immediately if I believe that any of the foregoing access/use restrictions may apply. Lake Park Recreation Association has taken and may in the future take certain steps to slow the transmission of COVID-19 including without limitation the access/use restrictions set forth above. I acknowledge and agree that the pool/club may revise its procedures at any time and further agree to review and to comply with the pool/club's revised procedures as a condition of participating in programs of the pool/club. I further acknowledge and agree that due to the nature of the facilities, services, and programs offered by the pool/club, social distancing of 6 feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 during pool/club programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, pool/club and facility employees, volunteers, and program participants and their families. I fully understand and appreciate both the known and potential dangers of utilizing the programs of the pool/club and entering any facilities and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN PROGRAMS OFFERED BY THE POOL/CLUB AND ENTERING FACILITIES AT WHICH THIS PROGRAMMING TAKES PLACE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE POOL/CLUB, I HEREBY AGREE TO THE FOLLOWING:

Adult Member/Parent/Guardian Initial:

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with participating in Pool/club programming (collectively, “**Claims**”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Lake Park Recreation Association, AquaTech, their employees, agents, representatives, and volunteers (collectively, “**Releasees**”) of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on the actions, omissions, or negligence of the Pool/club, its officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infection occurs before, during, or after participation in any pool/club program.

INDEMNIFICATION

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the pool/club and all other Releasees from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasees choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about pool/club premises or present for or participating in any program affiliated with the pool/club, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the pool/club is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Pool/club.

CONCLUSION AND AGREEMENT TO ALL TERMS

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN’S RIGHT TO RECOVER DAMAGES FROM THE POOL/CLUB ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE POOL/CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S). ADULT SWIMMERS AND PARENTS/GUARDIANS MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATING IN POOL/CLUB PROGRAMS.

Adult Member/Parent/Guardian Signature

Date

Lake Park Recreation Association Assumption of Risk and Medical Permission and Release

It is understood and acknowledged that injury may be sustained because of the potentially hazardous nature of club activities. I freely, knowingly, and willingly accept and assume risk of injury that might occur from participation in activities at the Lake Park Swim Club. In the event of such injury to myself or my child, I hereby give permission and consent for treatment deemed necessary for a condition arising during participation in related activities, including medical treatment recommended by a medical doctor. I agree to take responsibility for payment of the usual charge for such treatment. I release the Lake Park Recreation Association and Lake Park Swim Club, its employees, agents, volunteers and assignees from any and all injuries, illnesses, and damages sustained as a result of participation in activities held at the Lake Park Swim Club. This release applies to any present or future injuries and it binds my heirs, executors, and administrators. I have read this release and all its terms. I voluntarily acknowledge its significance.

Signature

Date