



2021 WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR COVID-19

The World Health Organization has declared the novel coronavirus, COVID-19, a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It also may spread from contact with surfaces and through the air, and it may be spread by people who show no symptoms. As a result, federal, state, and local governments recommend social distancing and have limited the congregation of large groups of people.

TALLYHO CLUB, INC. (hereinafter, the "Club") has developed a plan for members to access its facilities for the 2021 season. The plan includes measures that aim to reduce the spread of COVID-19. The specific pool rules are available on www.tallyhoclub.org. However, the Club cannot prevent you or your child(ren) from being exposed to, contracting, or spreading COVID-19 while on the Club's property or using its facilities, or afterward, even with these additional measures and precautions. Additionally, the Club cannot guarantee that its agents, contractors, members, or guests will comply with these measures and precautions, and the Club does not assume responsibility for their actions, omissions or negligence.

By signing and/or electronically accepting this agreement, I acknowledge and agree:

- I have read and familiarized myself with the Club rules, available at www.tallyhoclub.org. I agree to follow those rules as well as all applicable federal, state and county guidelines aimed at reducing the spread of COVID-19. Furthermore, I will ensure my family members and guests abide by the Club rules and government guidelines when entering the Club's property or when using the Club's facilities.
- I recognize the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by entering the Club's property or using its facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, death, financial loss and/or infection of others.
- I understand that the risk of becoming exposed to or infected by COVID-19 at the Club's facilities or on its property may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Club's members, directors, guests, agents, contractors or volunteers, or the family members of any of the aforementioned persons.

I have read and understand the above warnings regarding COVID-19. On behalf of myself and, if applicable, my child(ren), I voluntarily choose to accept the risk of contracting or spreading COVID-19 in order to enter the Club's property and use its facilities. I accept sole responsibility for any injury I or my child(ren) suffer due to COVID-19 exposure at the Club.

On behalf of myself and my child(ren), I hereby forever release, waive my right to sue, and hold harmless the Club and its members, directors, guests, agents, contractors and other representatives, and the family members of the aforementioned persons, in connection with exposure, infection and/or spread of COVID-19 related to entering the Club's property or using its facilities. I understand that this waiver means I and my child(ren) give up the right to bring any claims including related to personal injuries, pain, suffering, death, disease, financial losses or any other harm, including but not limited to claims of negligence, and I give up any claim I or my child(ren) have to seek damages, whether known or unknown, foreseen or unforeseen. Additionally, I agree to indemnify the Club and its members and directors, against any claims of any nature brought by another person who may contract COVID-19 from me or my child(ren).

I understand and agree that the law of the State of Maryland will apply to this Waiver and Release of Liability and Assumption of Risk Agreement, without regard to its choice-of-law rules. If any portion of this Waiver and Release of Liability and

Assumption of Risk Agreement is determined to be invalid or unenforceable in whole or in part for any reason, it shall be severable from the rest of the agreement and shall not affect any other provision of this agreement, all of which shall remain in full force and effect and be enforceable according to their terms.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

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

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this Waiver and Release of Liability and Assumption of Risk Agreement to my child(ren)/ward(s) including the risks and their personal responsibilities for adhering to the Club's rules to protect against COVID-19. My child(ren)/ward(s) understand(s) and accept(s) these risks and responsibilities.

Name of parent/guardian: _____

Parent guardian/signature: _____

Names and Date of Birth of Children

Name _____

DOB/Age _____

Name _____

DOB/Age _____

Name _____

DOB/Age _____

Name _____

DOB/Age _____

Date signed: _____