

COVID-19 Virus Acknowledgement of Risk, Waiver of Liability, and Indemnification
related to use of Rock Creek Pool Facilities

Pursuant to Montgomery County guidelines, Rock Creek Pool (RCP) is opening its facilities for use by individuals and families with regular swim privileges, as defined in its by-laws and membership policies: Members, Associate Members, Summer Swimmers, August Swimmers, and Senior Swimmers (collectively the "Users"). RCP facilities include, but are not limited to the pool, tennis courts, basketball court, volleyball court, bathhouse, parking lot, and grounds.

The RCP Board of Directors has enacted policies and preventative measures to conform with County standards and reduce the spread of the COVID-19 virus. However, RCP cannot and does not guarantee that Users of its facilities will not be exposed to or become infected with COVID-19. Furthermore, visiting RCP facilities could increase the risk of contracting COVID-19 by Users or their households, but there is no present means by which RCP can assess that risk. Individual Users must assess what that risk is for themselves and their household, and whether they should come to Rock Creek Pool.

AS A CONDITION FOR USE OF RCP FACILITIES, the Signatories to this Agreement hereby assume the risks related to and in connection with COVID-19, and waive liability and indemnify RCP from claims involving COVID-19 that may arise from such use:

1. Assumption of All Risks of COVID-19 and COVID-19 Pandemic: Signatories understand and acknowledge that COVID-19 is a new disease that poses risk of serious injury or death, with many unknowns about infection and spread. RCP makes no representation or warranty with respect to COVID-19 and RCP facilities. Signatories agree to assume all risks associated with using RCP facilities including, without limitation, (i) the risk of exposure to, transmission of, or infection by COVID-19 to an individual or household as a result of coming to and using RCP facilities, and (ii) the risks associated with COVID-19 of injury, illness, death, or loss. Signatories understand that the risk of becoming exposed to or infected by COVID-19 at the RCP facilities may result from the actions, omissions, or negligence of themselves or others, including, but not limited to, RCP management, contractors, and Users.
2. Waiver of Liability: With full awareness and appreciation of the risks involved, Signatories forever release, covenant not to sue, discharge, and hold harmless RCP, including without limitation its Board of Directors, contractors, employees, agents, successors, and representatives (collectively the "Released Parties"), from any and all liability, claims, demands, and causes of action, arising directly or indirectly out of any loss, damage, or injury (including death) that may be sustained related to COVID-19 and use of RCP facilities.
3. Indemnification of RCP: To the fullest extent permitted by applicable law, Signatories indemnify, defend, and hold harmless Released Parties from and against all costs, expenses, damages, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from claims made against the Released Parties due to injury, disability, death, monetary loss, or any other injury from or related to the Signatories' use of RCP facilities and related to COVID-19.
4. Representations regarding Screening Criteria: Signatories affirm that they shall meet all County and RCP requirements for assessment and disclosure of COVID-19 exposure, symptoms, or medical direction every time they enter RCP facilities as communicated to Users by RCP electronically, when

