

Homestead Valley Pool Waiver and Release of Liability

Waiver and Release:

In consideration for my use of the Homestead Valley Community Association (HVCA) pool facilities, I, on behalf of myself, my family, personal representatives, heirs, and/or assigns, hereby forever release and covenant not to sue the HVCA, its members of the Board of Directors, officers, directors, employees, agents, and volunteers, acting officially or otherwise (“HVCA Parties”), from and against any present or future claims, losses, liabilities, claims, damages, judgments, and costs of any kind which arise out of or in any way are connected with my use of the HVCA pool facilities by myself or by any minor child(ren) of which I am the parent or guardian, including but not limited to any claims related to exposure to or infection with COVID-19. I further agree to indemnify and hold harmless the HVCA Parties for any and all claims arising from my use of the pool facilities, including any negligence of myself or household members, any injury, illness or death, or any COVID-19 related health issue or exposure.

Medical Treatment Consent:

In case of a medical or surgical emergency, I hereby give permission to any medical personnel selected by pool staff to administer treatment. I will assume full responsibility for any such action, including payment of all costs.

Authorization for Use of Photographs/Videos:

I hereby agree that any pictures or videos of me or, if applicable, my child(ren) may be used for pool training, advertising, or promotion without any compensation to me or my child(ren).

Risk of Injury/Illness:

I understand that the use of the pool and equipment may pose risks to me or my child(ren), including the risk of serious injury, disability, illness, or death.

COVID19 Acknowledgement and Agreement:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air.

I understand the risk of potential exposure to the COVID-19 virus that could occur as a result of the use of the HVCA pool by myself and household members I agree to comply with the HVCA’s procedures regarding COVID. I acknowledge and agree that:

- I may only come to the HVCA pool facility with members of my household.
- Neither I nor any member of my household using the pool facility is experiencing any symptom of illness such as cough, shortness of breath, fever, chills, muscle pain, headache, or loss of taste or smell;
- Neither I nor any member of my household using the pool facility has traveled internationally within the last 14 days;
- Neither I nor any member of my household using the pool facility has been exposed to someone with a suspected and/or confirmed case of COVID19;

- Neither I nor any member of my household using the pool facility has been diagnosed with COVID19 and has not yet been cleared by state or local public health; I and members of my household using the pool facility agree to follow the current rules, guidelines, and protocols established by the County of Marin, CDC, and HVCA;
- I and members of my household using the pool facility agree to notify HVCA Executive Director or Aquatics Supervisor if I or a member of my household using the pool facility develops symptoms of COVID19 or tests positive for COVID19.

I have carefully read and fully understand all provisions of the Homestead Valley Pool Waiver and Release of Liability Form and Pool Policies. My signature below evidences my agreement to all of the terms and conditions set forth above and, if applicable, my consent to my child(ren) participating in all pool activities.

SIGNATURE

DATE

NAME

SIGNATURE

DATE

NAME

Names all pool users:

1.

2.

3.

4.
