



Communicable Disease Release of Liability and Assumption of Risk Agreement

Member Last Name: _____

Family Member Names/Ages: _____

Address: _____ City: _____ Zip: _____

In consideration of being allowed to access and/or participate in any way in the use of Huntington Swim and Tennis Club's ("HSTC") facilities, located at 1400 E Chicago Avenue, Naperville, IL 60540, and related to any and all activities, including but not limited to swimming, tennis, tennis lessons, swim lessons, volleyball, or any other activity and/or use of property, including but not limited to restrooms, tables, chairs, cooking area and storage on the premise or facility grounds, I the undersigned, and all names listed above, acknowledge, appreciate, and agree that:

I am aware there are risks to me and my family of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus, "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (Covid-19) and/or any mutation of variation thereof.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HUNTINGTON SWIM AND TENNIS CLUB ALSO KNOWN AS HSTC**, its directors, officers, board members, bond owners, insurers, attorneys, employees, contractors, associated personnel, agents, other HSTC members/participants, ~~an~~ and, if applicable, owners and lessors of the premises used to conduct activities on the premise from any and all claims, demands, losses and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH I or my family members may suffer, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK 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.

X _____
Signature of Member/Participant age 18 or older

Date

X _____
Signature of Spouse (if any)

Date

FOR PARENTS/GUARDIANS OF MEMBER/PARTICIPANT UNDER AGE 18 (MINOR) AT TIME OF REGISTRATION:

This is to certify that I, as parent/guardian with legal responsibility for the minor participants listed above, do consent and agree to his/her release as provided above all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provide above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES**, to the fullest extent by law.

X _____
Signature of Parent/Guardian for Minor Member/Participant

Date