

**PARTICIPANT AND EMPLOYEE WAIVER, RELEASE,
INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out your participation in Village of Mariemont Programs any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation and/or employment in Village of Mariemont activities, particularly as it relates to membership in, and utilization of the Village of Mariemont swimming pool and other facilities comes with inherent risks. I have full knowledge and understanding of the inherent risk associated with swimming, tennis, and other activities participation, including, but in no way limited to (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with membership, employment, and activities participation and that said list in no way limits the operation of this agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19, is an extremely contagious virus that spreads easily through person-to person contact. Federal and states authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Village of Mariemont programs or accessing Village of Mariemont facilities could increase the risk of contracting COVID-19. The Village of Mariemont in no way warrants that COVID-19 infection will not occur through participation of the Village of Mariemont programs of accessing the Village of Mariemont facilities.

Waiver, Release, Indemnification, & Covenant Not to Sue

In consideration of my participation / membership / employment in Village of Mariemont facilities, I _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Village of Mariemont, its officers, directors, employees, volunteers, agents, representatives, and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators, and assigns may have, now or in the future, against the Village of Mariemont on account of personal injury, illness, property damage, death or accident of any kind, arising out of or in any way related to the use of the Village of Mariemont facilities/equipment or participation in various Mariemont programs whether that participation is

supervised or unsupervised, however, the injury or damage occurs, including but not limited to the negligence of Releasees.

In consideration of my participation in said activities and employment, I, the undersigned participant / employee, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my employment / membership interest in various activities and facilities offered by the Village of Mariemont.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, illness, property damage, or death I sustain while participating in Mariemont owned or sponsored activities and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in the aforementioned activities.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand the terms of this agreement are legally binding and certify that I am signing this agreement after having carefully read it of my own free will.

For those employees under the age of 18 years old, a parent and/or legal guardian must sign this release in order for it to be effective. The below-referenced parent / legal guardian asserts that he/she is, in fact, the legal guardian for said minor employee.

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year _____.

Participant / Employee Signature

Name (Print Clearly)

If underage person (Parent / Guardian of Minor)