



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT. BY ENTERING INTO THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO BRING A LAWSUIT FOR INJURIES INCURRED AT THE FACILITY. PLEASE READ THIS DOCUMENT CAREFULLY. YOU ARE FREE TO CONSULT WITH AN ATTORNEY AT YOUR OWN EXPENSE.

For and in consideration of Briarcliff Swimming and Recreation Club, Inc. (“Briarcliff”) allowing the undersigned to use and access its pool, playscape, club house, basketball court, volleyball court, charcoal/gas grills, open space, and fishing and boating area, and all other areas belonging to Briarcliff located at 107 Craigmere Circle, Avon, CT to the extent said areas are available in accordance with the Rules (as defined below) (collectively, the “Facility”), the undersigned, for myself, spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby making the following contractual representations pursuant to this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”):

1. I have voluntarily joined or am visiting the Facility and am voluntarily participating in all activities at the Facility which are *permitted under the Rules (as defined below)*, including but not limited to swimming, playing volleyball, playing basketball, canoeing/kayaking, grilling food on charcoal/gas grills, fishing, use of the playscape, use of the open space, use of the tables and chairs, use of the club house, including the outdoor showers, use of the boat launch, use of the parking lot, and any other activities (collectively, the “Activities”). **I AGREE I AM PERSONALLY RESPONSIBLE FOR MY OWN SAFETY AND ACTIONS AND THE SAFETY AND ACTIONS OF ANY DEPENDENT CHILD(REN) (“Dependents”) AND ALL OTHER PERSON(S) ENTERING THE FACILITY UPON MY INVITATION, INSTRUCTION, OR DIRECTION (INCLUDING PERMITTED CAREGIVERS)(“Guests”), AND AS SUCH, I ASSUME ALL RISKS RELATED THERETO. I FURTHER AGREE THAT I HAVE READ AND WILL COMPLY WITH ALL POLICIES, RULES AND LAWS RELATED TO THE FACILITY, INCLUDING, BUT NOT LIMITED TO, BRIARCLIFF’S BYLAWS, THE CAREGIVER GUIDELINES, THE 2020 COVID-19 SAFETY POLICIES, THE GENERAL RULES AND REGULATIONS (a/k/a Briarcliff Basics), SAFETY REGULATIONS, GUIDELINES, SIGNAGE AND INSTRUCTION PROVIDED BY BRIARCLIFF OR OTHERWISE PRESCRIBED BY LAW, AS THE SAME MAY BE AMENDED FROM TIME-TO-TIME (collectively, the “Rules”). I FURTHER AGREE THAT IT IS MY SOLE RESPONSIBILITY FOR FAMILIARIZING ALL DEPENDENTS AND GUESTS WITH THE RULES AND ENSURING THAT THEY EACH COMPLY THEREWITH.**

2. I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.

3. **I RECOGNIZE THAT BECAUSE BRIARCLIFF IS OPEN FOR USE BY OTHER INDIVIDUALS, I AM OF HIGHER RISK OF CONTRACTING COVID-19.** I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19, or other viral or bacterial infection, while participating in the Activities, and that such exposure or infection may result in personal injury, illness, permanent disability and death. I attest that I have been informed that people over 65 years and older and people of any age who have serious underlying medical conditions or are at a higher risk for severe illness from COVID-19 are recommended to stay at home. A list of medical conditions associated with a higher risk for severe illness from COVID-19 can be found in guidance from the Center for Disease Control (CDC). I understand that in order to determine whether I have a medical condition that places me or my Dependents at risk, I should consult a healthcare provider. I agree that if I have a fever, cough, feel short of breath, have any other symptoms of COVID-19, have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area(s), I will not enter the Facility for at least two weeks after exposure of symptoms have subsided or I have returned from the highly impacted area(s). In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify Briarcliff promptly via email at membership@briarcliffswimclub.com and understand that Briarcliff may notify its membership that a member of Briarcliff has either been exposed to, or has tested positive for, COVID-19 and the date(s) within the last two weeks when such member was at the Facility. I further understand that Briarcliff may be required by law, or otherwise believe it is prudent, to notify the local health department and/or government agency of such incident/exposure.

4. I acknowledge that there is an inherent risk in the Activities. I understand that participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death (from drowning or other causes); loss of or damage to personal property or equipment; exposure to extreme conditions and circumstances; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; dangers arising from adverse weather conditions imperfect weather conditions; water and surface hazards; facility issues; inadequate safety measures; participants of varying skill levels; situations beyond the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers (collectively, the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating tin the Activities, or the negligent acts or omissions of the Released Parties, and **I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in any Activities.**

5. I agree and understand that Briarcliff is a private nonprofit corporation run by and for its members. It is not in the business of providing any Activities to the general public and can only be used by its members, Dependents and Guests.

6. With full awareness and appreciation of the Risks, I hereby forever release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless Briarcliff, its Directors, Officers, Board Members, employees, volunteers, agents, contractors, and representatives (collectively the "Released Parties") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature (the "Liability") which may arise out of, result from, or relate in any way to my participation in the Activities, presence at the Facility, condition of the Facility, or other areas where the Activities occur, regardless of cause and including claims for Liability caused in whole or in part by the negligent acts or omissions of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

7. I agree that in the event that I breach the terms of this Agreement, including not following the Rules, I shall pay Briarcliff for any and all costs it incurs replacing or repairing the Facility and/or defending any action or claim brought against it, including attorney's fees.

8. I agree that this Agreement is not an adhesion contract (a contract where the parties have unequal bargaining powers) for at least the reasons that: 1) participation is not an essential activity; and 2) I have the option to participate in other recreational facilities, public or private, in Avon or surrounding towns within Connecticut, and therefore I have the bargaining power to participating at other facilities other than Briarcliff, or not participate, at my choice.

I hereby warrant that I am at least eighteen (18) years of age and competent to enter into this Agreement, that I have read the Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement with my own free will and without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement is the complete understanding of the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: _____ **Signature:** _____ **Date:** _____

Please list all Dependents under the age of 18 who are covered by this Agreement below:

