

BERKELEY SWIM CLUB, INC.

WAIVER AND RELEASE OF LIABILITY FOR TRUSTEES, OFFICERS, EMPLOYEES,  
MEMBERS AND GUESTS READ BEFORE SIGNING

In consideration of being allowed to participate in any way at the Berkeley Swim Club, Inc., its events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I have reviewed and will adhere to all of Governor Murphy's Executive Orders including Executive Order #153, The Centers for Disease Control and Prevention (CDC) guidelines and the New Jersey Department of Health guidelines for Covid-19 and the rules of the Berkeley Heights Health Department and the Berkeley Swim Club in all respects while using Berkeley Swim Club facilities or participating in Berkeley Swim Club activities; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the officers, trustees, employees and other members and guests of the Berkeley Swim Club, Inc. ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE BEEN READ AND UNDERSTOOD THE BERKELEY SWIM CLUB 2021 RULES, AND 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.**

Participant Name:

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Participant Signature:

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DATE SIGNED

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**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

List Full Names of Children:

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Parent/Guardian Name:

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Parent/Guardian Signature:

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DATE SIGNED:

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Emergency Phone Number: