



LIABILITY WAIVER AND AGREEMENT

ALL ADULTS (18 YEARS OF AGE OR OLDER) MUST COMPLETE

I am aware and understand that the Holland Community Aquatic Center or its agents (collectively "HAC") assume no responsibility for any injuries, illnesses, or contraction of diseases, including coronavirus disease 2019 ("COVID-19"), which I or my child may sustain as a result of my or my child's physical condition or resulting from: (i) my or my child's participation in any activities, programs, exercise, organized, or sponsored by the HAC, or (ii) the use of any facility or equipment owned or provided by the HAC or present on HAC facilities (collectively the "Activities"). I understand and agree that risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. I EXPRESSLY ACKNOWLEDGE THAT TO THE FURTHEST EXTENT AVAILABLE UNDER THE LAW I ASSUME ANY AND ALL RISK FOR ANY AND ALL INJURIES, ILLNESSES, OR CONTRACTION OF DISEASES, INCLUDING COVID-19, THAT MAY RESULT FROM MY OR MY CHILD'S PHYSICAL CONDITION OR RESULTING FROM MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ACTS, OMISSIONS OR NEGLIGENCE OF HAC OR ANYONE ELSE. I UNDERSTAND THAT FOR PURPOSES OF THIS AGREEMENT, THE WORD "CHILD" OR WORDS "MY CHILD" INCLUDES ANY OTHER PERSON FOR WHOM I AM SIGNING THIS AGREEMENT. In consideration of the privilege of using the HAC, I hereby voluntarily waive and release the HAC from any and all claims, now known or hereafter known, for any injury, illness, death, loss or damage to persons or property, that I or my child may suffer arising out of or attributable to the Activities, whether arising out of the negligence of HAC or otherwise. I covenant not to make or bring any such claim against the HAC, their agents, servants, volunteers, and employees, and forever release and discharge the HAC, their agents, servants, volunteers, and employees from liability under such claims. I agree to indemnify and hold harmless HAC from any and all claims, causes of action, demands, costs (including but not limited to attorneys' fees to defend against any claims) which are in any way connected with or arise from the Activities, including but not limited to any claims which are brought by or on behalf of minor.

PHOTO/TALENT CONSENT & RELEASE

I irrevocably permit, authorize, grant and license to the HAC the right to use without limitation or obligation, photographs, film footage, tape recordings or other media that may include myself and my family's image, likeness, appearance, or voice (the "Materials") for purposes of promoting or interpreting HAC programs without further consent from or royalty, payment, or other compensation to me. In consideration of the privilege of joining, or using the HAC, I hereby voluntarily waive and release the HAC, their agents, servants, volunteers, and employees from any and all claims, now known or hereafter known, relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from



the HAC' exercise of their rights under this Liability Waiver or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of the HAC, their agents, servants, volunteers, and employees, and I hereby covenant not to make or bring any such claim in this Photo/Talent Consent & Release Section against the HAC, their agents, servants, volunteers, and employees and forever release and discharge the HAC, their agents, servants, volunteers, and employees from liability under such claims in this Photo/Talent Consent & Release Section.

GENERAL

This Liability Waiver constitutes the sole and entire agreement of the HAC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Liability Waiver is invalid, illegal, or unenforceable in any jurisdiction, it shall be modified in the minimum extent to make it valid, and such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Liability Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Liability Waiver is binding on my estate, heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of the HAC and its respective successors and assigns. All matters arising out of or relating to this Liability Waiver shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). I represent that I have adequate insurance to cover any injury or damage I may suffer relating to the Activities and my obligations under this Agreement, or else I agree to bear the costs of such injury or damage myself. I understand that the Activities might not be made available to me or that the cost to engage in the Activities would be greater if I were to choose not to sign this Agreement, and agree that the opportunity to participate at the cost I paid in return for the execution of this Agreement is a reasonable bargain. Any claim or cause of action arising under this Liability Waiver that is not waived under this Agreement will be resolved through an arbitration matter to be conducted by the American Arbitration Association. I agree that such claim must be brought within 12 months of any event creating the claim, and beyond that date any claim is forever waived.

BY SIGNING THE SIGNATURE PAD, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS LIABILITY WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HAC OR ITS AGENTS.

Visitor First and Last Name: _____ Emergency Contact #: _____

Parent/Guardian Signature _____

Date: _____