

VENETIAN POOL FACILITY WAIVER OF LIABILITY

I HAVE READ AND UNDERSTAND AND AGREE AS FOLLOWS: In consideration of participation in the activities and use of the facilities provided by the City of Coral Gables Community Recreation Department, I, for myself and for my heirs, personal representatives, executors, and assigns, and, if the participant is a minor child, for my minor child or ward and minor child's or ward's heirs, personal representatives, executors, and assigns do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury to person or property, including exposure to or infection with COVID-19, the risk of which is described below, that may occur as a result of my or my minor child's or ward's participation in activities or use of any facilities of the Community Recreation Department of the City of Coral Gables ("City"), and do hereby release, discharge, and covenant not to sue the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its officers, employees, attorneys, servants, agents, and volunteers for any reason, including any of the released parties' negligence, and I hereby personally agree to indemnify, hold harmless, and defend at my own expense and pay on behalf of, the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its employees, attorneys, servants, representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses, and attorney's fees, at trial and on appeal brought for, by or on behalf of myself, my minor child or ward against the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its employees, attorneys, servants, representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, my and/or my minor's or ward's attendance and/or participation or use of any Facilities of the Community Recreation Department of the City.

Furthermore, I hereby acknowledge that participation in any physical activity may result in injury to my, my minor child's, or ward's body. By purchasing tickets to any Community Recreation Department facility, receiving a copy of this document, or entering or queuing to enter any Community Recreation Department facility I hereby warrant and represent that I, on behalf of myself, or if the participant is a minor, my minor child or ward, have consulted a physician regarding participation in physical activity, and represent and warrant that I, my minor child, or ward am/are physically capable and mentally able to participate in the physical activity that I choose to engage in at any facilities of the Community Recreation Department of the City.

ASSUMPTION OF THE RISK RELATING TO CORONAVIRUS/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Per the Centers for Disease Control (the "CDC"), COVID-19 is mostly spread by respiratory droplets released when people talk, cough, or sneeze. It is thought that the virus may spread to hands from a contaminated surface and then to the nose or mouth, causing infection. The CDC has also issued the following statement: "There is no evidence that COVID-19 can spread to people through the water used in pools, hot tubs, or water playgrounds. Proper operation and disinfection of pools, hot tubs, and water playgrounds should kill the virus that causes COVID-19." The CDC has identified that the more people a participant or staff member interacts with, and the longer that interaction, the higher the risk of COVID-19 spread.

The Community Recreation Department of the City of Coral Gables has put in place preventative measures in line with CDC guidance to reduce the spread of COVID-19; however, the Department cannot guarantee that you and/or your family will not become infected with COVID-19. Further, attending the Department's programs and facilities could increase your and/or your family's risk of contracting COVID-19.

By purchasing tickets to the Venetian Pool, receiving a copy of this agreement, or entering or queuing to enter the Venetian Pool facility, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and/or my family may be exposed to or infected by COVID-19 by attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death of myself and/or my family. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the CDC guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to enter this facility and participate in the Department's activities and programs