

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 AND GENERAL RELEASE RELATING TO RENTAL AND USE OF Darien Swim and Recreation Club (DSRC) Club House

_____ (your name) executes this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 (" COVID-19 RELEASE ") AND GENERAL RELEASE RELATING TO RENTAL AND USE OF DSRC Club house (" GENERAL RELEASE "), in consideration of the **Darien Swim and Recreation Club (" DSRC ")** entering into a Rental Contract with _____ (your name) for the rental of the Clubhouse.

DSRC Club house

Description of Function: _____

Date(s) of Rental: _____

In executing this COVID-19 RELEASE and GENERAL RELEASE, the undersigned acknowledges, understands, represents and covenants as follows:

1. I am executing this COVID-19 RELEASE and GENERAL RELEASE:
 - a. in my individual capacity
2. The novel corona virus/ COVID-19, has been declared a world pandemic, is EXTREMELY CONTAGIOUS, and is believed to spread primarily through person-to-person contact.
3. I have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the Illionis State Department of Health, the Executive Orders of the Governor of Illinois, for decreasing the risk of the corona virus/COVID 19 transmission, including the wearing of masks, hand washing and social distancing (together, the "Guidelines "). I recognize that the Guidelines change frequently and are subject to modifications and revisions. I understand the increased risk to Attendees and other persons attending the Function or otherwise present in, on or about the Clubhouse of contracting the novel corona virus/COVID-19.
4. I accept responsibility for requiring all Attendees and other persons attending the Function or otherwise present in, on, or about the clubhouse for any reason to follow the Guidelines at all times prior to, during, and following the Function, while on DSRC property.
5. I represent that I have the complete and unrestricted legal capacity and authority to execute this COVID-19 Release and General Release **INDIVIDUALLY** and to bind and obligate **MYSELF** to each of the terms hereof.
6. I acknowledge and agree that there are certain risks associated with sponsoring and holding the Function at the Cluhouse, including but not limited to the following risks: (a) exposure to or contraction of the corona virus/COVID-19 by the Attendees or other persons present at the Function or in, on or about the Clubhouse for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) of DSRC Board members, volunteers, representatives, agents or by other Attendees or individuals present at the Function in, on or about the Clubhouse for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the Attendees or other persons present at the Function or in or about the Clubhouse for any reason ,which is caused by or results from exposure to or contraction of the novel corona virus/COVID-19 and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to Attendees or other persons present at the Function or in, on or about the Clubhouse for any reason which is unrelated to the novel corona virus/COVID-19 (including risks which are caused by or result from the intentional or negligent acts or omissions to act (whether active or passive) of DSRC board staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function or in, on or about the Clubhouse for any reason).
7. Notwithstanding my acknowledgement and understanding of the above-described risks, I desire to rent and occupy the Clubhouse for the purpose of holding the Function and, in consideration thereof: (a) I voluntarily and willingly assumes sole and complete responsibility for the above-described risks and any other risks which may be encountered by any Attendee or other person present at the Function or in, on or about the Clubhouse for any reason: and (b) I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify DSRC and each of their respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a " Releasee/Indemnitee " and together the " Releasees/Indemnitees") from or in connection with any property damage, personal injury, disability, death or loss of any kind or nature which any Attendee or other person present at the Function or in, on or about the Park Clubhouse for any reason may suffer directly or indirectly from either : (a) such attendees or other person's exposure to or contraction of the novel corona virus/COVID-19 or any related illness in connection with such attendee or other person's presence at the Function or in, on or about the Clubhouse (notwithstanding such exposure or contraction being associated with or routinely from the failure by any Releasee to observe or enforce social distancing requirements or any other Guideline; or (b) such attendees or other person's presence at the Function or in, on or about the Clubhouse unrelated to exposure to or contraction of the novel corona virus/COVID-19 (whether or not such loss is caused by the result of the intentional or negligent act or omission of any Releasee).
8. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS COVID-19 RELEASE AND GENERAL RELEASE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS COVID-19 RELEASE AND GENERAL RELEASE HAVE BEEN MADE. I AM AWARE THAT IN EXECUTING THIS COVID-19 RELEASE AND GENERAL RELEASE I AM FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM DSRC, WHETHER CAUSED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND OTHER LOSS OF EVERY KIND AND NATURE WHICH RELATES DIRECTLY TO EXPOSURE TO OR CONTRACTION OF THE NOVEL CORONA VIRUS/COVID 19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE Clubhouse OR OTHERWISE CAUSED. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE AND GENERAL RELEASE IS A PROMISE BY **ME** NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY **ME** OR ON **MY** BEHALF BY ANY OTHER PARTY.

I have read and understand the terms and provisions of this Release and Waiver of Liability, Assumption of Risk and Indemnity Relating To Novel Corona Virus/ COVID-19 and General Release Relating to Rental and Use of Clubhouse and agree that Entity is bound in all respects by the terms hereof.

INDIVIDUAL:

By: _____ (Written signature)
_____ (Printed signature)

Date: _____

S:/parks share/forms/rental release and waiver of liability-covid19 individual renter