

**FACILITIES USE AGREEMENT  
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,  
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of the Lennox Community Swimming Pool for swimming and related activities (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

2. User recognizes that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. User further recognizes that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. User recognizes and voluntarily accepts that the Voluntary Activity that User is engaging in may bring participants into contact with persons or objects carrying the virus and that through such contact, the participants may become infected or infect others with COVID-19. User has been fully informed that engaging in this Voluntary Activity could **INCREASE** the participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.

3. User hereby forever releases, discharges and acquits the City of Lennox, South Dakota and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity. User releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. User agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this Voluntary Activity.

4. User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.

5. User hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this Voluntary Activity due to exposure or potential exposure to COVID-19. User understands that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides User, participants, or any other person, any medical or other coverage for injury or loss resulting from COVID-19.

6. User agrees that it is solely responsible to routinely clean and disinfect the facility and to implement appropriate hygiene, screening, and supervision procedures to protect User and participants engaging in the Voluntary Activity and others who may become infected with COVID-19 as a result of the Voluntary Activity.

7. User further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by User, under this Agreement, that User will be responsible for attorney’s fees and any costs incurred by the Released Party in defending such action.

8. User expressly agrees that it has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if

any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

9. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

By (Printed Name): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_