

**MEMORIALPOOL**  
**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below, for myself and/or on behalf of my spouse and minor child(ren)/ward(s), as well as on behalf of my heirs, assigns, personal representatives, and next of kin (referred to as "I" or "me") desires to enter the premises of Borough of Fair Lawn's Memorial Pool (the "Pool") located at the end of Berdan Avenue, along the Avenue of Heroes, Fair Lawn, NJ (the "Premises") to engage in swimming and related activities (the "Activity"). As lawful consideration for being permitted by the Borough of Fair Lawn to be on the Premises and engage in the Activity, I agree to all the terms and conditions set forth in this Release (this "Release").

1. I am aware of the contagious nature of the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity. I agree that: (a) I am willing to practice social distancing and maintain at least six (6) feet between individuals in all areas of the Pool; (b) I am willing to use and wear a face covering in all areas around the Pool, except while in the Pool; (c) I am healthy enough to swim or enter the Pool, and do not have symptoms of the Disease, such as feeling sick, coughing, sneezing, shortness of breath, fever or chills, muscle or body aches, new loss of taste or smell, or otherwise not feeling well; (d) I do not live with nor have I visited a person or family member that has been diagnosed with or suspected of having the Disease; and (e) I consent to having my or my minor child(ren)/ward's temperature checked upon entering the Premises.
2. I understand and acknowledge that exposure to or infection with the Disease may result in serious illness, personal injury, permanent disability, death, lost income or earning capacity, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the Borough of Fair Lawn employees. I understand that while the Borough of Fair Lawn has implemented preventative measures to reduce the spread of the Disease, the Borough of Fair Lawn cannot guarantee that I will not be exposed to, contract, become infected with or spread the Disease while on the Premises and I understand that being on the Premises may increase my risk of contracting the Disease.

**NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, LOSS OF INCOME OR EARNING CAPACITY, OR PROPERTY DAMAGE ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED ANY ACT, ERROR OR OMISSION TO ACT BY ANY EMPLOYEE OR REPRESENTATIVE OF THE BOROUGH OF FAIR LAWN OR ANY OTHER PARTY ON THE PREMISES. I AGREE THAT I AM SOLELY AND PERSONALLY RESPONSIBLE FOR MY OWN SAFETY AND ACTIONS WHILE ON THE PREMISES.**

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Borough of Fair Lawn, and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, lost income or earning capacity, or property damage arising out of or attributable to my being on the Premises or engaging in the Activity, whether arising out of the negligence of the Borough of Fair Lawn or any Releasees or otherwise. I covenant not to make or bring any such claim against the Borough of Fair Lawn or any other Releasee, and forever release and discharge the Borough of Fair Lawn and all other Releasees from liability under such claims.

4. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Borough of Fair Lawn while on the Premises. I agree not to enter the Premises if I am experiencing symptoms of the Disease (such as cough, shortness of breath, fever or chills, muscle or body aches, new loss of taste or smell, or other symptoms of the Disease as identified by the CDC), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease.
5. This Release constitutes the sole and entire Release of the Borough of Fair Lawn 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Borough of Fair Lawn and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).
6. If applicable, by signing below, I represent, warrant and certify that I am the parent, legal guardian, or power-of-attorney of the above listed Child(ren) and have the authority to execute this Release on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child(ren), and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE BOROUGH OF FAIRLAWN.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**IF THE INDIVIDUAL ABOVE IS THE PARENT OR LEGAL GUARDIAN OF A MINOR OR MINORS WHO WILL BE ENTERING THE PREMISES OF MEMORIAL POOL IN THE BOROUGH OF FAIRLAWN:**

\_\_\_\_\_  
Print Child's Name

\_\_\_\_\_  
Print Child's Name

\_\_\_\_\_  
Print Child's Name

\_\_\_\_\_  
Print Child's Name

\_\_\_\_\_  
Print Child's Name

\_\_\_\_\_  
Print Child's Name

**I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date