

## WAIVER

The participant (parent/guardian if under 18 years of age) assumes full responsibility in all activities at the Commonpoint Queens Tennis & Athletic Center at Alley Pond. I further certify that I am capable and or my child/children are capable of enduring the rigors of this program. The participant and their parent/guardian assume all risks and hazards incidental to such participation, and I waive, release, absolve, indemnify and agree to hold harmless Commonpoint Queens, its sponsors and agents and NYC Department of Parks from all liability, loss, claim or damage resulting from participating in any activity at the Commonpoint Queens Tennis & Athletic Center at Alley Pond.

I give unconditional permission to the Commonpoint Queens Tennis & Athletic Center at Alley Pond to photograph me and/or my child/children for the promotional use of photos in marketing materials, website, newsletters, social media and advertisements.

### **In the event of an emergency:**

- If a parent/guardian is not present at the site of an injury/accident, every attempt will be made to contact the parents/ guardians before the child is brought to a doctor/hospital.
- I hereby authorize the doctor/hospital to which my child/children may be brought (and whomever they may designate) to perform any emergency procedures and/or give treatment/administer an anesthetic to my child during their participation in this program.

### **COVID 19 Waiver**

#### **TO BE COMPLETED FOR INDIVIDUAL MEMBERS**

Read this document carefully and in entirety. By signing the agreement. You give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury however caused by contracting COVID-19 arising out of your membership with Commonpoint Queens. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing Commonpoint Queens facilities could increase the risk of contracting COVID-19. Commonpoint Queens in no way warrants that COVID-19 infection will not occur through accessing Commonpoint Queens facilities

In consideration of accessing Commonpoint Queens facilities, I, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Commonpoint Queens, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but not limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have , now or in the future against Commonpoint Queens on account of personal injury, death or accident of any kind, arising from COVID-19 as a result of accessing Commonpoint Queens facilities or the use of Commonpoint Queens pool facilities/equipment or

whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releases.

Thereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks of contracting COVID-19 inherent in accessing Commonpoint Queens facilities and that I am voluntarily assuming said risks. I understand that I will be solely responsible, subject to my rights for any loss or damage, including personal injury, or death, while accessing Commonpoint Queens facilities and that by signing this agreement I, on behalf of myself, HEREBY RELEASE Releases of liability for such loss, damage, or death.

I hereby certify that I am therefore of lawful age (18 years or older) and legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.