

CHESTERBROOK TENNIS LESSONS WAIVER FOR MEMBERS FROM SEPARATE HOUSEHOLDS

Chesterbrook members are now allowed to schedule semi-private lessons with non-family members/households. Before players get on the court, EACH player MUST read the waiver below, sign, and email the Tennis Lessons Waiver For Non-Family Members to Info@TopNotchTennis.com prior to the first scheduled semi-private lesson. Copies of this waiver will not be available at the Chesterbrook tennis courts.

At the bottom of this waiver, please print your name and membership number where indicated and then sign your name acknowledging that you have read and understood this waiver.

This waiver only needs to be signed once before your first semi-private lesson with another player.

However, you will need to sign this waiver every time you schedule a lesson with a *different* player.

I, agree to participate in a semi-private lesson with the following non-family member listed below:

Non-Family Member Full Name:

By signing this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my family may be exposed to or infected by COVID-19 by attending a semi-private lesson with a non-family member and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Chesterbrook Swim & Tennis Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TopNotch Tennis LLC employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my family, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with or attendance at Chesterbrook Swim & Tennis Club or participation in TopNotch Tennis programming ("Claims"). On my behalf and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless TopNotch Tennis LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of TopNotch Tennis LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any TopNotch Tennis program.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including many cases in Virginia. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Virginia Department of Health (VOH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating non-family/household member shall visit or utilize the facilities, services, and programs of Chesterbrook Swim & Tennis Club within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of Chesterbrook Swim & Tennis Club, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating non-family/household member shall visit or utilize the facilities, services, and programs of Chesterbrook Swim and Tennis Club if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Chesterbrook Swim and Tennis Club immediately if he or she believes that any of the foregoing access/use restrictions may apply.

Chesterbrook Swim and Tennis Club has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Chesterbrook Swim and Tennis Club may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Chesterbrook Swim and Tennis Club revised procedures prior to utilizing the facilities, services, and programs of Chesterbrook Swim and Tennis Club. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of Chesterbrook Swim and Tennis Club and acknowledges that use thereof by the undersigned may, despite Chesterbrook Swim and Tennis Club's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER CHESTERBROOK SWIM AND TENNIS CLUB FOR ANY PURPOSE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Chesterbrook Swim and Tennis Club, its directors, officers, employees, TopNotch Tennis LLC employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the

undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of Chesterbrook Swim and Tennis Club or otherwise while the undersigned are in, upon, or about the premises or any facilities or equipment therein.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Chesterbrook Swim and Tennis Club, its directors, officers, employees, TopNotch Tennis LLC employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Chesterbrook Swim and Tennis Club. The undersigned understands and agrees that Chesterbrook Swim and Tennis Club is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Chesterbrook Swim and Tennis Club.

The undersigned agrees and acknowledges that use of Chesterbrook Swim and Tennis Club facilities and services, and participation in Chesterbrook Swim and Tennis Club programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned due to negligence, active or passive, or otherwise while in, about or upon the premises of Chesterbrook Swim and Tennis Club and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Chesterbrook Swim and Tennis Club. The undersigned acknowledges that any illness or injuries that the undersigned contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM CHESTERBROOK SWIM AND TENNIS CLUB IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE

TO COVID-19 AT CHETERBROOK SWIM AND TENNIS CLUB AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO CHESTERBROOK SWIM AND TENNIS CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

PRINT NAME

SIGNATURE

MEMBERSHIP #

DATE