



**BURKE RACQUET AND SWIM CLUB & APLUS SPORTS
WAIVER AND RELEASE AND ASSUMPTION OF RISK AGREEMENT
FOR INJURY OR COMMUNICABLE DISEASES INCLUDING COVID-19**



In consideration of being allowed to participate in activities and events (including training, practices, classes etc.) sponsored or arranged by **BRSC, INC. or A Plus Sports**, a Virginia corporation ("**BRSC**" or "**A Plus**"), or in which **BRSC or A Plus** participates (collectively, the "Activities"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in activities, classes, clinics or use of any equipment or facility are done at your own risk. Management will not be liable for any damages arising from personal injuries or damages and does hereby and forever release and discharge **BRSC** and or **A Plus Sports**, owners, employees and agents from any and all claims and demands. Members are responsible for their guests and must accompany them at all times while in the Club. Members are responsible for paying any guest fees prior to club use.
2. Participation includes possible exposure to and illness from various bacterial and viral infectious diseases including but not limited to Methicillin-resistant Staphylococcus aureus (MRSA), Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome ("MERS"), influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, and cannot be entirely eliminated; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or others, and assume full responsibility for my participation in the Activities; and,
4. I willingly agree to comply with guidelines adopted by **BRSC and/or A Plus** from time to time for participation as regards protection against infectious diseases. If, however, I observe and unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **BRSC and/or A Plus**, and its officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises in or on which the Activities are held (individually and collectively "RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property in connection with the Activities, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This document does not limit the applicability of any other document to which I am bound waiving or releasing **BRSC and/or A Plus**, and/or assuming the risks associated with my participation in the Activities.
6. **I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, UNDERSTANDING THAT EXECUTION OF THIS AGREEMENT IS A CONDITION TO MY PARTICIPATION IN THE ACTIVITIES.**

Date: _____

1 _____ 2 _____ 3 _____ 4 _____
Printed name of participant #1 Printed name of participant #2 Printed name of participant #3 Printed name of participant #4

1 _____ 2 _____ 3 _____ 4 _____
Participant #1 Signature Participant #2 Signature Participant #3 Signature Participant #4 Signature

Address: _____

PHONE: _____

Email: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) PARENT OR LEGAL GUARDIAN MUST ALSO SIGN

This is to certify that I, as parent/guardian, with legal responsibility for the participant identified above, have read and explained the provisions in this document to my child/ward, including the risks of presence and participation in the Activities, and his/her personal responsibilities for adhering to guidelines adopted by **BRSC and/or A Plus** from time to time for protection against communicable diseases, and that such diseases may be contracted even if such guidelines are followed. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do hereby release and agree to indemnify and hold harmless the Releasees, for any and all liabilities or claims incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent provided by law. In addition, on behalf of myself, my spouse and my child/ward, I assume the risk of myself, my spouse, and my child/ward contracting communicable diseases at the Activities, and/or providing transportation to my child/ward.

Name of parent/guardian (printed): _____

Date: _____ Parent guardian/signature: _____