

GENERAL RELEASE AND WAIVER OF LIABILITY

I _____, the "Participant"), and if such Participant is under 18 years of age, then also the parent or legal guardian of such individual (together with the Participant, the "Undersigned"), sign this release and waiver of liability (this "Release and Waiver") in consideration of participating in Squash Programs at the Potomac Squash Club (the "Squash Program(s)").

The Undersigned hereby release(s) and discharge(s) the Potomac Squash Club ("Potomac Squash") and its members and affiliate identities, assignees and their respective successors, officers, directors, agents, representatives, employees, sub-contractors, sponsors, shareholders, partners, members and affiliates (collectively, the "Released Persons") from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, which the Undersigned or his/her child or ward, family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, "Related Parties") may have, whether known or unknown, suspected or unsuspected, asserted or not asserted, arising out of participation by the Undersigned or his/her child or ward in the Squash Program(s).

The Undersigned understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Undersigned and the Undersigned's Related Parties. The Undersigned further understands, acknowledges and accepts that participation in the Squash Program(s) involves certain inherent risks, including, but not limited to, property damage and serious bodily injury (including death), and agrees that the Undersigned or his/her child or ward is voluntarily participating in the Squash Program(s) with full knowledge of the risks involved and accepts all risks of participation and has been cleared by his/her doctor. The Undersigned declares that the Participant is physically fit and has the requisite skill level to participate in the Squash Program(s).

The Undersigned authorizes Potomac Squash and/or a party designated by Potomac Squash to provide medical treatment to the Participant, at the Undersigned's cost, should the need arise. This treatment would be at the Undersigned's cost. The undersigned understands, acknowledges and accepts that he/she must provide their own medical insurance for the participant.

The Undersigned further grants the Released Persons the right, but does not otherwise impose the obligation, to photograph, videotape and/or otherwise use the Participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials, free of charge without reservation or limitation.

The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and agrees that if any portion of this Release and Waiver of Liability is invalid, the remainder will continue in full legal force and effect. The Undersigned further agrees that any legal proceedings related to this Release and Waiver of Liability shall take place in the State of Maryland.

Date: MM/DD/YYYY

Participant's Name: _____

DOB: MM/DD/YYYY

Participant's Signature: _____

Street Address: _____

NOTE: If applicant is under 18 years of age, his/her parent or legal guardian must sign:

Date: MM/DD/YYYY

Parent/Guardian's Name: _____

Parent's Cellphone: _____ Parent/Guardian's Signature: _____

Infectious Disease Waiver of Liability

An Addendum to the PSC General Release and Waiver of Liability

This Infectious Disease Waiver of Liability (“the Addendum”) is an addendum to the General Release and Waiver of Liability and specifically addresses the risk of acquiring and transmitting infectious disease as a result of voluntary presence at the Potomac Squash Club (“the Club”) and/or playing of squash during that attendance. This addendum is specifically, but not exclusively, related to the risk of acquiring and transmitting the highly infectious SARS Cov 2 (“Covid 19”) corona virus as a result of activities at the Club.

(Attached also is a revised General Release and Waiver of Liability (the “General Release”), the original of which was signed at the time of individuals and families joining as members of the Club. Each and all of those components and parts of the revised General Release and Waiver of Liability, which needs to be re-signed, remain in full force.)

The global pandemic of Covid 19 resulted in the closure of the Club in mid-March 2020 as a result of restrictions imposed by the State of Maryland and Montgomery County. As the local progress of the pandemic is evaluated by the State of Maryland and Montgomery County officials, guidelines for opening of various businesses and entities, including sports facilities such as the Club, may be published. Rules and restrictions specific to the Club have and will continue to be provided by its Board of Directors pending and after the opening is allowed by the County. The Club has provided these rules and restrictions to mitigate the risk of infectious disease transmission for those choosing to be at or use the Club facilities.

Acknowledgments

Your initials here _____ and your signature below specifically acknowledge your understanding and acceptance of and compliance with all of the published rules, regulations, guidelines and restrictions published by the Club regarding attendance at the Club and the playing or practicing of the game of squash.

Your initials here _____ and your signature below specifically acknowledge your understanding and acceptance that the greatest risk of infectious disease transmission when you elect to be in attendance at the Club, albeit not the only risk, is within the squash court itself during play and/or practice with another person.

Your initials here _____ and your signature below specifically acknowledge your understanding and acceptance that, while the Club has taken certain measures to mitigate and minimize the risk of acquiring and/or transmitting Covid 19 virus or other infectious disease while in voluntary attendance and/or playing or practicing the game of squash, these measures in and of themselves cannot eliminate the risks. ***Residual risk remains.***

Your initials here _____ and your signature below specifically acknowledge your understanding and acceptance that the risk of becoming exposed to or infected by Covid 19 at the Club may result from the actions, omissions, or negligence of yourself and others, including, but not limited to other individuals at the Club.

Your initials here _____ and your signature below specifically acknowledge your understanding and acceptance that you have alternatives to attendance and or play or practice at the Club (including not coming to the Club and not playing or practicing squash), and that these alternatives may reduce your risk of acquiring or transmitting infectious disease including Covid 19.

Your initials here _____ and your signature below specifically acknowledge that you understand and accept that this Infectious Disease Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and agrees that if any portion of this Waiver of Liability is invalid, the remainder will continue in full legal force and effect. The Undersigned further agrees that any legal proceedings related to this Addendum shall take place in the State of Maryland.

I understand and agree based on my initials here _____ and signature below that this Addendum, above and beyond the tenets of the General Release and Waiver of Liability remaining fully in force, includes any claims based on the actions, omissions, or negligence of the Club, its representatives, or officers, whether a COVID-19 infection or other infectious disease occurs before, during, or after participation in any Club program or attendance and/or play at the Club.

PRINT NAME OF PLAYER ABOVE

SIGN ABOVE

INSERT DATE ABOVE

PRINT NAMES OF CHILDREN ABOVE

PRINT NAME OF PARENT/GUARDIAN ABOVE

SIGN ABOVE

INSERT DATE ABOVE
