

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to enter the premises of RIDGEWOOD POOL INC. (the "Company") located at 5109 Barton Rd., Madison Wisconsin (the "Premises") to engage in swimming and related activities (the "Activity"). As lawful consideration for being permitted by the Company to be on the Premises and engage in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. I am aware of the highly 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 understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company employees. I understand that while the Company has implemented preventative measures to reduce the spread of the Disease, the Company cannot guarantee that I will not become infected with the Disease while on the Premises and 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, OR PROPERTY DAMAGE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, 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 Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims; provided, however, that I am not waiving claims to the extent arising out of the recklessness or willful misconduct of any Releasee.

3. 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 Company 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, or fever or other symptoms of the Disease as identified by the CDC), or have a confirmed or suspected case of the Disease. Additionally, I agree to follow the [Recommendations for Isolation, Quarantine and Testing as continually updated by the CDC](#) if exposed to someone with suspected or confirmed COVID-19.

4. This Agreement constitutes the sole and entire agreement of the Company 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 Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance

with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(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 THE COMPANY:**

\_\_\_\_\_  
(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)