



### **2021 Eastern University Pool Regulations & Hold Harmless Agreement**

- ❖ Only EU staff members are permitted in the pool shack or pool chemical room.
- ❖ Parents must monitor their children at all times in the baby pool.
- ❖ Children over the age of 4 are not allowed in the baby pool.
- ❖ Children under the age of 12 are not permitted in the pool area without adult supervision
- ❖ If you hear 3 whistle blasts, exit the pools immediately and follow the direction of the lifeguards.
- ❖ The pools must be vacated for thirty minutes when thunder is heard, and the pools will remain closed until the Lifeguard has deemed it safe.
- ❖ No glass bottles, smoking, alcoholic drinks, or pets are permitted in the pool area.
- ❖ Pool Patrons are responsible for their guests at all time, and must ensure that their guests follow all pool rules.
- ❖ Radnor Township safety policies require a chemical water test to be conducted in the event of bodily fluid incident. This means that in the event of any sort of “accident,” the pool must be closed.
- ❖ Children under the age of 14 will be asked to demonstrate a swimming proficiency before being allowed to swim in the deep end. The test consists of swimming one pool length, shallow to deep end, without assistance or touching sides and bottom. Lifeguards can require any swimmer, regardless of age, to demonstrate their swimming ability at any time.
- ❖ The Lifeguard staff will amend and add rules as needed to ensure the safety of the pool area, and reserve the right to suspend pool use for rules violation.

I, \_\_\_\_\_, in consideration of my desire to use and/or participate in the services of Eastern University Pool, a non-profit entity, which conducts its operations by and through Eastern University's Board, officers, agents, employees, volunteers, coaches, contractors, members, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Eastern University"), and the activities, events, recreation, programs, facilities, and equipment owned, made available and/or present at Eastern University, located at 1300 Eagle Road Saint Davids, PA 19087, and in recognition of the ongoing COVID-19 a/k/a Coronavirus pandemic (hereinafter the "Covid virus"), and the risk of transmission and/or infection and/or contact with the Covid virus, as represented by and reflected in public media, public announcements, and local, county, state, and national government releases, advisories, and recommendations, and with acknowledgement of the inherent risks associated with entering and using public and private spaces and coming into physical contact with persons or items or materials touched or contacted by persons who have contracted and/or been exposed to the Covid virus, and with further acknowledgement that the Covid virus is a developing local and national health crisis, with both known and unknown risks and implications, and despite Eastern University's efforts to reduce and/or mitigate the risk of exposure to the Covid virus:

(1) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree that Eastern University has made no assurances or warranties or representations whatsoever as to the safety, sanitation, or cleanliness of Eastern University's activities, recreation, events, programs, facilities, equipment, members, pools, grounds, services and materials located on or within Eastern University property of whatsoever kind or nature, including but not limited to, no assurances or warranties or representations as to the absence or existence or non-existence of the Covid virus at Eastern University, past, present or in the future, whether in a form capable of transmission or infection or not, and further agree and acknowledge that inherent risks of injury, harm, illness and death is associated with the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof;

(2) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, hereby agree to release, forever discharge, hold harmless, indemnify and covenant not to sue or bring any claim for damages or harm of any kind, on, Eastern University, with respect to any and all injuries, risks, death, emotional distress, costs, medical expenses, damage or harm of whatsoever kind or nature suffered by me, my children, heirs, assigns, personal representative(s) or estate, including but not limited to exposure and/or infection and/or contact with the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof, including those both known and unknown, and I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with use of Eastern University and any and all pool-related activities or offerings, including but not limited to use and contact with the activities, events, recreation, programs, facilities, members, guests, materials and equipment owned, offered and/or present at Eastern University.;

(3) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate,

acknowledge and agree that my participation and use of Eastern University, and that of my children, relations and guests, is voluntary. No one has forced or coerced me to participate or use Eastern University, and I have considered the risks of my/our use of Eastern University.;

(4) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree to waive my right to pursue any remedy, claim or lawsuit whatsoever as to Eastern University in the event I, my children or my family are harmed or suffer any loss, injury, illness, death or damage of whatsoever kind or nature pertaining to the Covid virus and/or other infectious diseases or illnesses or pathogens, or variations or mutations thereof in any way connected to my/our use of Eastern University including but not limited to use and contact with the activities, events, recreation, programs, facilities, members, guests, materials, pools, and equipment owned, made available and/or present at Eastern University.;

(5) I certify that I and my child/children have health, accident and liability insurance to cover bodily injury or property damage that may be caused or result from my/our use of Eastern University.;

(6) I, on behalf of myself, my children, heirs, assigns, personal representative(s) and estate, acknowledge and agree that if any portion of this two (2) page Agreement is found void or unenforceable, the remaining portions shall remain in full force and effect, with this Agreement being interpreted under the laws of the Commonwealth of Pennsylvania.;

(7) I agree to follow to the best of my ability the requests of Eastern University, if any, pertaining to use of Eastern University as it pertains to the Covid virus, and will undertake my best efforts to ensure that my children, family and guests comply with such requests;

(8) I agree that I have had sufficient opportunity to read this entire Agreement, that I have read it and understand it, and I agree to be bound by its terms.

(9) I have read and understand the rules and regulations and I agree to abide by them.

(10) I agree to watch my children at all times while at the Pool to ensure their safety.

(11) I also agree to release the Eastern University from any loss or damage to personal property and to hold them harmless from claims of others of whatsoever nature arising from the same.

Patron Name:

Patron Signature:

Date: