



# AQUATICS CENTER

## DIVE INTO OUR COMPREHENSIVE AQUATICS CENTER!

Whether you want to enjoy water-based workouts, partake in swim lessons, or simply want some relaxation, we have a salt water-filtered pool for you.

The Aquatic Center offers American Red Cross certified swim lessons for swimmers of all levels who want to learn basic water safety, leisure or professional swimming skills, or freshen-up their form.

### **AQUATICS MANAGER**

**Rosemarie Brigande**

**Email:** [rosemarieb@fitnessandwellness.org](mailto:rosemarieb@fitnessandwellness.org)

**Phone:** 908.232.6100 x150



## CODE OF CONDUCT

At the Aquatics Center, we take pride in providing a safe, clean, and well-supervised pool facility for all pool users. When using our facility, please follow the below rules and guidelines. Failure to comply may result in your removal from the Aquatics Center.

*[In the below rules, the term 'pool' or 'pools' reference all bodies of water in the Aquatics Center.]*

### General Rules

- No one is permitted in the pool(s) without a Lifeguard on duty. If you have a swim lesson you must be accompanied by a Swim Instructor.
- Lifeguards are authorized to enforce all safety rules and Center policies.
- All participants are **required** by law to shower prior to entering the pool.
- Proper swimming attire (i.e. one- and two-piece swimsuits, swim trunks or briefs, water shirts) is **required** for all swimmers and anyone entering the pool. Religious and modesty swimwear is permitted so long as the attire is designed for in-water use. Street clothes, athletic and workout attire, undergarments, and revealing or see-through suits are **NOT** permitted. All swim attire must be designed and sold for use in a pool environment. Aquatics staff reserves the right to enforce the Aquatic attire policy and determine whether or not swimwear is permissible to be worn within the Center.
- Street shoes are **NOT** permitted on the pool deck. Proper pool shoes or flip-flops must be worn in all wet areas.
- Diving and horseplay such as running, jumping, diving, splashing, and shoving are **NOT** permitted.
- Spitting, spouting of water, blowing the nose and regurgitating pool water are **NOT** allowed.
- Profanity, improper behavior, and intoxication are **NOT** tolerated. Anyone suspected of being under the influence of drugs or alcohol will be prohibited from entering the water.
- No animals, except for service animals, shall be allowed in the swimming pool, spa pool, therapy pool, locker rooms, or other parts of the Aquatics Center.
- All persons are prohibited from swimming during an electrical storm.
- All persons must leave the Aquatics area 30 minutes prior to the closure of the Center.

### Lap Pool, Therapy Pool & Spa Pools

- When two (2) people share a lane, they shall remain on their "half" of the lane (split the lane). When three (3) or more people share a lane, they shall proceed in "circle swim" format (always swimming on the right side of the lane). This means swimming on one side of the lane going down, and then swimming on the other side of the lane coming back up. Swimmers will move in a counterclockwise circle.
- You must be 16 years of age or older to use the spa pool.
- Spa pool use is limited to no more than 15 minutes in one sitting. Long continuous exposure to high temperatures may result in nausea, dizziness, or fainting.
- Pregnant women or persons with heart disease, diabetes, high blood pressure, or low blood pressure should not enter the spa pool without medical consultation.

### Food, Beverage & Prohibited Items

- Food, beverages, and chewing gum are **NOT** permitted in the pool area, with the exception of water in plastic bottles. Please remember to dispose of any water bottles upon exiting the pool area.
- The use of drugs, alcohol, or tobacco products (including electronic smoking devices) is strictly prohibited.
- Glass containers of any kind are prohibited in the Aquatics Center.
- Electrical devices such as cell phones, tablets, speakers, and other electronics, are prohibited inside the pools, and must be kept at least three (3) feet from the pool's edge.
- Unauthorized use of video, photography, and recording devices is prohibited in the Aquatics area. Photographs focused solely on your family members are permitted, but only with the permission of a Swim Instructor or Lifeguard.

### Children & Minors

- Children must be potty trained or wear a swim diaper (one designed for immersion in water) that is covered with a rubber pant. Children are still **required** to wear appropriate swim attire over the rubber pant.
- Children must **NOT** eat for 30 minutes before swimming and should be encouraged to use the restroom before entering the water.
- Children must be accompanied by a parent or guardian into the same gender-specific Locker Room with which they identify or utilize the Family Change rooms. Children over the age of two (2) are **NOT** permitted in the locker room of the opposite sex from which they identify.
- Children, ages 12 years old and under, must be accompanied by an adult at all times when attending swim lessons. A child's parent/guardian may be absent during lessons as long as the adult: 1) stays within the Fitness Center; and 2) has consulted with and has permission from the Swim Instructor to do so.
- Do **NOT** change diapers or clothing at poolside. Utilize the Locker Rooms or Family Change rooms.

### Health & Medical Conditions

- Any person demonstrating evidence of a communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges or any other communicable disease, shall be denied admission into the pools.
- Any person with excessive sunburn, open blisters, cuts, or bandages shall be denied admission into the pools.
- Do not enter the water if you are experiencing or recovering from diarrhea or have had any signs or symptoms of a gastrointestinal (stomach) disease in the past seven days.

*Facility staff reserve the right to eject and suspend any person from the Center for violation of facility rules or for any other action detrimental to the safe and orderly operation of the facility. Facility staff are not responsible for lost or stolen articles. Lockers are made available for your security and convenience. Remember to bring your own lock for a locker—locks are not provided. Locks can be purchased at the Reception Desk. Facility may close at any time without warning due to water quality or weather conditions.*

COVID-19  
POOL FACILITY GUIDELINES

In addition to our Aquatics Center Code of Conduct, we have implemented our **Pledge of Protection**, a multi-faceted approach to provide a healthy experience during the age of COVID-19. All guidelines below are **required** to use the Aquatics Center and have been put in place to ensure the safety of our members, employees, and community. Failure to comply will result in your dismissal from the Center. Please remember we must ALL do our part together to help decrease the spread of the virus.

### Member Commitment

- If you are sick, experiencing symptoms of COVID-19, have shown any symptoms of illness in the last 48 hours, or have come in contact with someone who is experiencing symptoms, please do not come into the Center.
- Observe safe physical distancing of at least 6 feet and pay attention to floor decals and signage when in high-traffic areas.
- Practice good hand hygiene by frequently washing your hands or utilizing the Sanitizing Stations situated throughout the Center.
  - Hands should be washed frequently with soap and water. Hand sanitizer of 60% or greater alcohol should be used if soap and water are not available.
- You must wear a face mask or face covering **at all times** while in the Center. Please see the Personal Protective Equipment (PPE) – *For Members* section for more information regarding PPE in the pool areas.
- Individuals should not touch their faces (eyes, nose, and mouth) with unwashed hands.

### Regular Screening – For Members And Employees

- Each member and employee will be screened before entering the facility. Members will be evaluated by a “health guard” upon entering, including a temperature check.
- Any individuals who exhibit flu-like symptoms, such as a fever over 100.3°F, shortness of breath, cough, other symptoms typical of COVID-19, and/or have had contact with someone known to be infected with COVID-19 within the past 14 days, will **NOT** be permitted to enter the facility and will be encouraged to seek medical attention.

### Physical Distancing

- Physical distancing of 6 feet while in the water is mandatory, except for immediate family members or unless the individual needs assistance in order to swim.
  - Members requiring assistance must provide their own qualified attendant.
- While on the pool deck, physical distancing practices will be monitored and large gatherings are **NOT** permitted.

### Personal Protective Equipment (PPE) – For Members

- Members are **required** to wear an **acceptable** face mask or face covering upon entering the Aquatics Center and while moving around the deck.
  - **Acceptable** face coverings include, but are not limited to, cloth-based face coverings, and disposable masks appropriate for exercise. A face mask/covering must cover the nose and mouth completely.
  - Bandanas, buffs, and gaiters are **NOT** acceptable face coverings for use in the Center. Any mask that incorporates a valve that is designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are **NOT** acceptable face coverings because they allow droplets to be released from the mask.
- Face masks/coverings are **NOT** allowed in the water due to increased risk of drowning.
- Face masks/coverings should **NOT** be put on children under age two (2) because of the danger of suffocation.
- Foot coverings must be worn at all times except when in the pool.

### Personal Protective Equipment (PPE) – For Employees

- All employees are **required** to wear an **acceptable** face mask or face covering during work hours.
- Lifeguards who are actively on duty, will **NOT** be required to wear a face mask/covering. Lifeguards will wear a face mask/covering when they are not on active duty and cannot maintain social distancing of 6 feet.
- Face shields may be worn by Swim Instructors while in the pool when physical distancing cannot be achieved between the member(s) and the instructor.
- Employees will be **required** to wear gloves when cleaning or responding to a member in distress.

**Thank you for your cooperation in helping us maintain a safe community within our Center. Let's all do our part, together.**



## POLICIES & PROCEDURES

### Swim Lesson & Class Information

- Payments must be made in full at the front desk before classes can begin.
- It is the participant's responsibility to inform their instructor of any cancellation at least 12 hours in advance.
- In the event that the Swim Instructor cannot be reached, please call the facility.
- Swimmers may **NOT** enter the pool before the lesson begins. Please wait for the instructor to call your child into the water to ensure safety for all participants.
- Participants are **NOT** permitted to stay in the pool after the class is over without the instructor.
- Participants are to be on the pool deck at least 5 minutes before class time.
- Long hair must be worn in a cap or tied back.
- Inappropriate language and/or behavior will not be tolerated and the "three strikes" rule will be applied for disruptive participants. After the third strike is issued, the participant will be dismissed without reimbursement.
- All Private and Semi-Private Lessons expire **one (1) year** from purchase date.
- Semi-private lessons must be taught together and cannot be made up individually.
- There will be no classes held on holidays.

### Family Swim Rules

*Family Swim is Temporarily Suspended for your safety.*

**Saturdays and Sundays | 3:00pm–5:00pm**

Members may bring their children and grandchildren, ages 13 years and younger, to Family Swim. Members must be in the pool with their children/grandchildren at all times during Family Swim. Lifeguards will limit attendance when necessary to ensure the safety of all participants.

- All rules listed in the Aquatics Center Code of Conduct apply to Family Swim.
- An adult member must accompany children in the water (not on the deck) at all times. There is a limit of two (2) children per one (1) member.
- Children must be potty trained or wear a swim diaper (one designed for immersion in water) that is covered with a rubber pant. Children are still **required** to wear appropriate swim attire over the rubber pant.
- Children must be accompanied by a parent/guardian into the same gender-specific Locker Room with which they identify, or to utilize the Family Change rooms.
- Noodles are the only equipment permitted during Family Swim.
- Children under 16 years of age are **NOT** permitted in or around the spa pool for any reason.
- Children are **NOT** permitted in lanes designated for lap swimmers during Family Swim time.

### Make-up Classes & Cancellation Policy

- Instructors will make up a class for the following reasons:
  - Documented medical emergency
  - Pool closed due to weather conditions or emergency
- There will be no refunds given if the participant fails to notify their instructor of cancellation within 12 hours of class. As such, no refunds will be given for unattended classes.
- If the participant does not show up for class more than two (2) times in a month, the instructor will ask you to move to a more suitable time.

### Scheduling Lessons

- After purchasing your swim package, swim lesson schedules will be arranged through contact with your Swim Instructor.
- Once you have purchased services and have been placed into our system, additional swim lessons can be purchased through our member self-service portal, Empower M.E.
  - You can log-in to your Empower M.E. account by [clicking here](#) or by downloading our Movofit™ app on your mobile device and visiting the Member Portal tile. (Note: If you are not a member, you will not have access to the Movofit app and must access Empower M.E. through the website.)
  - For instructions on how to log into Empower M.E. for the first time, purchasing services, adding or editing credit card information, visit our [website](#).
  - Instructions on how to download, use, and troubleshoot the Movofit app can be downloaded [here](#).

### Medical Conditions & Illness

- Please communicate with the swim instructor if you or your child has any medical conditions, disabilities, or fears.
- For more information, reference the Health & Medical Condition section under Aquatics Center Code of Conduct.

### Questions

**Aquatics Manager, Rosemarie Brigande**

**Email:** [rosemarieb@fitnessandwellness.org](mailto:rosemarieb@fitnessandwellness.org)

**Phone:** 908.232.6100 x150



# REGISTRATION FORM

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
TODAY'S DATE

## PARTICIPANT(S) INFORMATION

_____ NAME	____ / ____ / ____ D.O.B.	_____ AGE	_____ NAME	____ / ____ / ____ D.O.B.	_____ AGE
_____ NAME	____ / ____ / ____ D.O.B.	_____ AGE	_____ NAME	____ / ____ / ____ D.O.B.	_____ AGE

## EMERGENCY CONTACT INFORMATION

\_\_\_\_\_  
NAME

\_\_\_\_\_  
RELATIONSHIP

\_\_\_\_\_  
MOBILE PHONE

\_\_\_\_\_  
ALTERNATIVE PHONE

## PARTICIPANT CONTACT INFORMATION (IF UNDER 18 YEARS OLD, PARENT MUST SUPPLY THEIR INFORMATION)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
ADDRESS LINE 1

\_\_\_\_\_  
ADDRESS LINE 2

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
MOBILE PHONE

\_\_\_\_\_  
ALTERNATIVE PHONE

MEMBER     NON-MEMBER    \_\_\_\_\_  
MEMBER ID

## EXPERIENCE AND CLASS INFORMATION

Have you had lessons at F&W before?  NO     YES: \_\_\_\_\_  
If yes, please list your Instructor.

Experience Level (check one)     BEGINNER     INTERMEDIATE     ADVANCED     COMPETITIVE

Swim Package     30-MINUTE     PRIVATE     16 CLASSES     4 CLASSES  
 45-MINUTE     SEMI-PRIVATE     8 CLASSES     2 CLASSES

Aquatics Class Type     PARENT & ME     SCUBA DIVING     SWIM TEAM  
 RED CROSS LIFEGUARDING     SWIM LESSON     WATER SAFETY INSTRUCTION

Preferred Time (check one)     EARLY AM     MORNING     AFTERNOON     EVENING

Preferred Day(s)     MONDAY     TUESDAY     WEDNESDAY     THURSDAY     FRIDAY  
 SATURDAY     SUNDAY     ANY

Medical Condition(s) \_\_\_\_\_



# PARTICIPANT WAIVER

Please review the below information and sign that you have read and understand the policies. If you have any special concerns, please discuss them with your instructor.

## GENERAL CLASS WAIVER

The undersigned participant or parent on behalf of their participating child, agrees that engaging in any program at **RWJ Rahway Fitness & Wellness Center ("RWJRF&WC")** shall be taken at the sole risk of the participant in said program, including all consequential and incidental damages. The participant, parent and child, for their/themselves and on behalf of their executors, administrators, heirs, and assigns, does hereby expressly release, discharge, waive, relinquish and covenants not to sue RWJRF&WC, (including its officers, agents, employees, and instructors) for all such claims, demands, injuries, damages, or causes of action, with respect to any RWJRF&WC program.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINTED NAME SIGNATURE DATE

## PARENT & ME WAIVER

The undersigned parent declares that they/themselves and their child are physically fit and able to participate in physical activity. The undersigned parent declares on behalf of themselves and their child that the parent and child participate at their own risk.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINTED NAME SIGNATURE DATE

## PERMISSION TO RESPOND TO MINORS

In case of an emergency or incident, I (parent's name) \_\_\_\_\_ give permission to the staff of RWJRF&WC to evaluate, respond to, and notify Emergency Medical Services (EMS) if needed for (child's name) \_\_\_\_\_, until a parent can be notified and/or arrive at the facility.

*Child's Information* \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
CHILD'S NAME D.O.B. AGE

Does the child have any food or other allergies?  NO  YES: \_\_\_\_\_  
If yes, please list above.

*Emergency Contact* \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
NAME RELATIONSHIP MOBILE PHONE ALTERNATIVE PHONE

*Parent Signature* \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINTED NAME SIGNATURE DATE

**I have read and understand all of the policies and procedures above on behalf of myself, or myself and my child.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINTED NAME SIGNATURE DATE

**FOR STAFF  
USE ONLY**

Recorded By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
EMPLOYEE NAME EMPLOYEE SIGNATURE DATE



**AQUATICS CLASSES**  
**SWIM PRICING**  
**TIER 1 (AGES: 3 YEARS & UP)**

We provide instruction to help swimmers and non-swimmers develop abilities in their swimming and water safety skills.  
Register your 2nd child and receive 10% off! (packages must be purchased at the same time)

**30-minute Lesson (Private)**

	SESSION		PACKAGE	
	Member	Non-Member	Member	Non-Member
2 Sessions	\$43.00	\$44.50	\$86.00	\$89.00
4 Sessions	\$38.00	\$39.50	\$152.00	\$158.00
8 Sessions	\$32.00	\$33.50	\$256.00	\$268.00
16 Sessions	\$28.00	\$29.50	\$448.00	\$472.00

**45-minute Lesson (Private)**

**30-minute Lesson (Semi-Private)**

	SESSION		PACKAGE	
	Member	Non-Member	Member	Non-Member
2 Sessions	\$31.00	\$33.00	\$62.00	\$66.00
4 Sessions	\$28.00	\$30.00	\$112.00	\$120.00
8 Sessions	\$21.00	\$23.00	\$168.00	\$184.00
16 Sessions	\$19.00	\$21.00	\$304.00	\$336.00

**45-minute Lesson (Semi-Private)**

**PARENT & ME**

**AGES 4 MONTHS TO 3 YEARS**

**For all those tadpoles out there...let's make a splash!**

Parent & Me classes help children become familiar with the water and learn basics for safety. This class is fun for both kids and parents.  
*Class length: 30 minutes*

8 SESSIONS	
Member	Non-Member
\$100.00	\$120.00

\*All recurring programs start with a partial month preceding the monthly commitment. All programs expire one (1) year after the purchase date. All Aquatics sessions must be paid in full by check or credit card before the start of the first session. All sessions are non-refundable and non-transferable.  
**Cancellation Policy: You must give 24-hour notice of cancellation or you will be charged for your session.**





**COVID-19 LIABILITY RELEASE  
PARENT GUARDIAN FOR MINOR CHILD**

**LIABILITY RELEASE AND INDEMNIFICATION FORM**

I, the undersigned parent or guardian, request for my child(ren) to take part in swim lessons, swim team, and/or swimming events ("activities") provided by RWJ Rahway Fitness & Wellness Center ("RWJRF&WC").

I consent to my child(ren)'s participation in the activities and I fully understand that my child(ren)'s participation may involve risk of serious injury or death, including losses which may result not only from my or my child(ren)'s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others—including RWJRF&WC owners, officers, directors, agents, employees, volunteers, and assigns, other swimmers who are participating in the activities and their families; the condition of the facilities, equipment, or areas where the activities are conducted; and/or the rules of play of the activities. I further acknowledge that some of these risks to my child(ren) and me, directly or indirectly arise out of, are contributed to, by, or result from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2")", which is responsible for Coronavirus Disease ("COVID-19") and/or any mutation or variation thereof. I understand that if I have any risk concerns, I should discuss the risks associated with my child(ren)'s participation with the MLHFWC coordinators or staff before I sign this document and before any activities begin.

**CORONAVIRUS/COVID-19 WARNING, DISCLAIMER, AND CUSTOMER WARRANT:** Coronavirus, COVID-19 is an extremely contagious virus. Federal and state authorities recommend social distancing and good hygiene as a means to prevent the spread. Participating in RWJRF&WC's programs and accessing its facilities could increase the risk of contracting COVID-19. RWJRF&WC has taken a number of precautions to maintain a sanitary environment; nonetheless, I acknowledge that RWJRF&WC in no way warrants that COVID-19 infection will not occur through participation in RWJRF&WC programs and usage of the facilities, and I on behalf of my child(ren) hereby assume all risk of illness and hold RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns free and harmless from all liability and damages resulting from any and all illnesses arising, either directly or indirectly, from my child(ren)'s participation in RWJRF&WC's programs at RWJRF&WC's facilities, including all consequential and incidental damages.

**Release:** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself—including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child/ren may experience or incur in connection with my child(ren)'s participation in the activities and use of RWJRF&WC facilities ("claims"). I hereby forever release, covenant not to sue, discharge, and hold harmless RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns from 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 RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns.

**Indemnification:** I agree to forever indemnify and hold harmless RWJRF&WC and RWJRF&WC's owners, officers, directors, agents, employees, volunteers, and assigns from any and all claims, demands, losses, damages, and liabilities for indemnities, contribution, or otherwise with respect to any damage and/or injury, of any type, arising from my child/ren's participation in the activities, including acts of negligence by RWJRF&WC, its owners, officers, directors, agents, employees, volunteers, and assigns.

**Photo Release:** I further agree on behalf of my child(ren) that RWJRF&WC occasionally photographs/videotapes swimmers in events/sessions and by signing below I provide express written approval for RWJRF&WC to use these images or video in any and all media for promotional purposes, with no financial or other remuneration due to me or my child(ren).

By signing below I on behalf of my child(ren) acknowledge that I have carefully read this Liability Release and Indemnification and that I fully understand that it is a **release of liability**. I expressly agree to release and discharge RWJRF&WC, its owners, officers, directors, agents, employees, volunteers, and assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I might otherwise have to bring a legal action against RWJRF&WC for negligence, personal injury or property damage. I SPECIFICALLY UNDERSTAND THAT BY AGREEING TO THIS RELEASE I AM GIVING UP VALUABLE LEGAL RIGHTS.

**I understand that this agreement is made on behalf of Parent/Guardian's minor child(ren) and Parent/Guardian represents and warrants to RWJRF&WC that Parent/Guardian has full authority to sign on behalf of such minor(s).**

I understand that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

/ /  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARENT/GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF CHILD(REN)

**FOR STAFF USE ONLY** | Recorded By \_\_\_\_\_ / /  
EMPLOYEE NAME EMPLOYEE SIGNATURE DATE





**COVID-19 LIABILITY RELEASE  
ADULT**

**LIABILITY RELEASE AND INDEMNIFICATION FORM**

I wish to take part in swim lessons, swim team, and/or swimming events ("activities") provided by **RWJ Rahway Fitness & Wellness Center ("RWJRF&WC")**.

I request to participate in the activities and I fully understand that my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others—including RWJRF&WC owners, officers, directors, agents, employees, volunteers, and assigns, other swimmers who are participating in the activities and their families; the condition of the facilities, equipment, or areas where the activities are conducted; and/or the rules of play of the activities. I further acknowledge that some of these risks to me, directly or indirectly arise out of, are contributed to, by, or result from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2")", which is responsible for Coronavirus Disease ("COVID-19") and/or any mutation or variation thereof. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the RWJRF&WC coordinators or staff before I sign this document and before any activities begin.

**CORONAVIRUS/COVID-19 WARNING, DISCLAIMER, AND CUSTOMER WARRANT:** Coronavirus, COVID-19 is an extremely contagious virus. Federal and state authorities recommend social distancing and good hygiene as a means to prevent the spread. Participating in RWJRF&WC's programs and accessing its facilities could increase the risk of contracting COVID-19. RWJRF&WC has taken a number of precautions to maintain a sanitary environment; nonetheless, I acknowledge that RWJRF&WC in no way warrants that COVID-19 infection will not occur through participation in RWJRF&WC programs and usage of the facilities, and I hereby assume all risk of illness and hold RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns free and harmless from all liability and damages resulting from any and all illnesses arising, either directly or indirectly, from my participation in RWJRF&WC's programs at RWJRF&WC's facilities, including all consequential and incidental damages.

**Release:** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself—including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in the activities and use of RWJRF&WC facilities ("claims"). I hereby forever release, covenant not to sue, discharge, and hold harmless RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns from 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 RWJRF&WC and its owners, officers, directors, agents, employees, volunteers, and assigns.

**Indemnification:** I agree to forever indemnify and hold harmless RWJRF&WC and RWJRF&WC's owners, officers, directors, agents, employees, volunteers, and assigns from any and all claims, demands, losses, damages, and liabilities for indemnities, contribution, or otherwise with respect to any damage and/or injury, of any type, arising from my participation in the activities, including acts of negligence by RWJRF&WC, its owners, officers, directors, agents, employees, volunteers, and assigns.

**Photo Release:** I further agree that RWJRF&WC occasionally photographs/videotapes swimmers in events/sessions and by signing below I provide express written approval for RWJRF&WC to use these images or video in any and all media for promotional purposes, with no financial or other remuneration due to me.

By signing below I acknowledge that I have carefully read this Liability Release and Indemnification and that I fully understand that it is a **release of liability**. I expressly agree to release and discharge RWJRF&WC, its owners, officers, directors, agents, employees, volunteers, and assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I might otherwise have to bring a legal action against RWJRF&WC for negligence, personal injury or property damage. I SPECIFICALLY UNDERSTAND THAT BY AGREEING TO THIS RELEASE I AM GIVING UP VALUABLE LEGAL RIGHTS.

**I understand that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

**FOR STAFF USE ONLY** | Recorded By \_\_\_\_\_ EMPLOYEE NAME | \_\_\_\_\_ EMPLOYEE SIGNATURE | \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ DATE