



# Waiver

## Waiver of Liability

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### 2022 HAZLET TOWNSHIP SWIM & TENNIS CLUB

THIS WAIVER RELEASES ALL CLAIMS FOR INJURIES DUE TO AN EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C OR OTHER PANDEMIC ILLNESSES

#### I. Background and Purpose

The TOWNSHIP OF HAZLET and its SWIM & TENNIS CLUB (hereinafter jointly the "TOWNSHIP") offers to the public the option of participating in the Township Swim & Tennis Club as members and guests ("Swim Club").

I. Due to the ongoing COVID-19 pandemic, anyone wishing to enroll themselves, their children or any other dependent family members into the Swim Club as a member or guest is required to sign this WAIVER and return it to Hazlet Township Recreation Dept.

II. Members and Minor Children, selected before completing this waiver, being minor children, who have joined the Swim Club as part of our membership (collectively, the "PROGRAM PARTICIPANTS").

#### III. Acknowledgment

We have read and understand: (I) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C") (collectively the "PANDEMIC ILLNESSES").

We agree, acknowledge and understand that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continue to change as more data becomes available.
4. These PANDEMIC ILLNESSES remain prevalent throughout all areas of the State of New Jersey and continue to infect persons throughout the State and beyond.
5. These PANDEMIC ILLNESSES have a high probability of spreading to persons who are either in close contact with, or in proximity to, an infected person.
6. Participating at the Swim Club poses an inherent risk of infection and a heightened risk of injury from these PANDEMIC ILLNESSES regardless of the measures taken by the Township, its officials, employees and agents.
7. Participating at the Swim Club may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES.

# Hazlet Swim Club 2022 Waiver

8. An inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all persons attending the Swim Club.

We acknowledge and agree to voluntarily assume all risks that the PROGRAM PARTICIPANTS may be exposed or infected by to by these PANDEMIC ILLNESSES by participating at the Swim Club; and that such exposure or infection may result in personal injury, illness, permanent disability, or death.

10. We understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at the Swim Club may result from the actions, omissions or negligence of myself and others, including, but not limited to the Township's officials, employees, agents, and other attendees at the Swim Club, including the personnel and campers of Hazlet Recreation which will be sharing facilities with Swim Club members and guests.

11. On behalf of ourselves and the PROGRAM PARTICIPANTS, we voluntarily agree to assume these risks, and accept sole responsibility for any and all injuries, damages, and other losses to the PROGRAM PARTICIPANTS, attending or participating in the Swim Club, including all bodily injuries, disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in the Swim Club.

12. On behalf of ourselves and the PROGRAM PARTICIPANTS, we hereby release, covenant not to sue, discharge, waive and hold harmless the Township, and its officers, employees, and agents, and the Swim Club Operator, its officers, employees, and agents, from any and all claims, damages, demands, losses, liabilities, actions, costs, and expenses of any kind arising out of or in any way relating to the exposure to these PANDEMIC ILLNESSES from attending or participating at the Swim Club.

13. This waiver and release includes any and all claims based on the actions, omissions, or negligence of the Township officers, employees, and agents.

14. We have read and discussed the provisions of this WAIVER and the dangers and risks associated with attending and/or participating in the Swim Club with the PROGRAM PARTICIPANTS; the PROGRAM PARTICIPANTS fully understand and appreciate these dangers and risks; and the PROGRAM PARTICIPANTS voluntarily wish to enroll in, participate and otherwise attend the Swim Club.

15. We shall require that any person who may participate in Swim Club programs or activities as our guest has been fully informed of the provisions of this WAIVER and have agreed to be bound by this WAIVER. We shall require that all of our guests sign a WAIVER before entry to the Swim Club, but if we shall fail to do so, we shall indemnify and hold the Township harmless from any and all claims that our guests may assert against the Township.

16. This WAIVER shall be effective upon us, the PROGRAM PARTICIPANTS, and our guests.

17. If any part of this WAIVER is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER shall remain in full force and effect with the invalid part severed.

**Print Name  
(Required):** \_\_\_\_\_

**Signature  
(Required):** \_\_\_\_\_

# Membership Agreement

## Membership Agreement

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### 2022 HAZLET TOWNSHIP SWIM & TENNIS CLUB

The information provided is true to the best of my knowledge.

I understand that each individual using the facilities will do so at his or her own risk, and by signing this document I agree to release the Township from any and all liability with respect to any injury or accident, which may occur at the facilities to myself and to all registrations listed on my membership. It is also understood that the supervision of minors is the responsibility of their parents or guardian, and the Township shall not be responsible for any bodily injury or harm which takes place at the facility.

I understand that only U.S Coast Guard-approved flotation devices are permitted in the pool. I agree to abide by the rules and regulations of the Hazlet Swim & Tennis Club which a copy of can be found on the township website and in the Recreation Office and will be posted at the facility, I will inform my guest and those listed on my account of the rules.

I understand any type of alcohol is not permitted within the club facilities, and if so membership will be revoked.

Daily admittance and pass issuance for the guest of the plan holder, special events, heatwaves, and or other potential facility use are subject to maximum occupancy limitations of the discretion of the Director of Recreation in conjunction with the Certified Pool Operator and onsite managers Special Events and other daily admittance will be offered time to time and announced in advance, whenever possible where attendees will be subject to registration, applicable rules, regulations and any imposes limitation.

Refunds will be available only up to Monday, July 4, 2022, at the of the Township Committee and may be subject to a 15% administrative charge.

If you do not have immediate access to College Documents during the time of enrollment and you have a college-aged child included in your membership please email the documents to [cmcmanus@hazletnj.org](mailto:cmcmanus@hazletnj.org)

**Print Name  
(Required):**

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**Signature  
(Required):**

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# Daily Operation Agreement

## Daily Operation Agreement

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### *2022 HAZLET TOWNSHIP SWIM & TENNIS CLUB*

I. I understand that Hazlet Swim & Tennis Club may offer Special Events and other daily admittance that will be offered time-to-time and announced in advance whenever possible, where attendees will be subject to registration, applicable rules and regulations and any imposed limitations.

II. I understand if I am bringing a guest(s) in for the day, that I am giving the correct information on the guest sign in sheet and that I am responsible for them while we are in the facility. I understand that they cannot stay in the club if I decide to leave -- my guest will have to leave as well. Guest admission fees are not refundable. The management is not responsible for weather conditions.

III. The pool supervisory personnel have the authority to close the pools and/or the facility whenever they feel the health or safety of the participants is in danger due to breakdown, operational difficulties or inclement weather. The facility shall reopen at the discretion of the supervisory personnel.

**Print Name  
(Required):**

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**Signature  
(Required):**

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# Rules of the Club

## Hazlet Swim & Tennis Club Rules

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Hazlet Swim and Tennis Club general rules and regulations:

- (1) All members must show valid identification for admission.
- (2) No rain checks will be issued.
- (3) Children 12 and under must be accompanied by a responsible person 18 years of age or over.
- (4) Parking is permitted only in designated parking lots.
- (5) Bathing suits are required. No cutoffs or shirts are allowed.
- (6) No running, jumping or playing on the pool deck or patio areas is allowed, and no ball, tag or frisbee playing on lawn areas is allowed.
- (7) All umbrellas must attach to lawn chairs.
- (8) Alcoholic beverages are prohibited during posted operating hours.
- (9) The playground area is for children 10 years of age and under. Parental supervision is required to ensure the safety of your children.
- (10) Telephone calls to the club for purposes of paging a member or guest is limited to emergency calls only and will be accommodated at the discretion of the management.
- (11) Members borrowing swim facility sports equipment, toys or games are responsible for returning the equipment in the same condition as when it was borrowed. The member will be charged the replacement cost for any lost or damaged item.
- (12) Management reserves the right to inspect coolers for glass bottles or for alcoholic beverages.
- (13) Any returned check is subject to a returned check fee
- (14) Refunds for membership may be made only upon written request. Generally, only relocation from this area or serious illness will be considered as justifying a refund. No refunds will be made after July 4. All refunds are subject to a 15% administrative fee.
- (15) The pool supervisory personnel have the authority to close the pools and/or the facility whenever they feel the health or safety of the participants is in danger due to breakdown, operational difficulties or inclement weather. The facility shall reopen at the discretion of the supervisory personnel.
- (16) No one is permitted in the water unless a lifeguard is on duty.
- (17) Tee shirts are prohibited in the pool unless medical justification is provided. Upon approval, a parent/guardian must sign a release form.  
Rules related to food and beverages.
  - (1) Trash must be deposited in waste receptacles and soda cans must be placed in recycling receptacles.
  - (2) Any member or guest who litters will be subject to disciplinary action.
  - (3) Gum chewing is not permitted within the facility.
  - (4) Glass of any kind is not permitted within the facility.

# Rules of the Club

(5) Smoking is prohibited except for the area near the main gate designated as a smoking section. Any member or guest disposing of lit or unlit cigar/cigarettes on the grounds will be subject to disciplinary action

Diving rules.

(1) Improper diving can cause serious injury. Therefore diving is only permitted in the diving tank. Any member or guest violating this rule can be asked to leave the facility for the day. More serious action will be taken if the offense is repeated.

(2) Only one person at a time is permitted on a diving board.

(3) No lingering in the diving tank is allowed.

(4) Divers are to dive straight off the diving board, not off to the sides.

Flotation devices, masks.

(1) No inflatable water paraphernalia, toys or flotation devices will be allowed in the pool area. Swimming aids will be permitted only in special situations with the consent of the pool supervisory personnel.

Guest policy.

(1) The club facilities are available to guests of members only when accompanied by a member and with the appropriate guest fee at the time of registration.

(2) Members must sign guests in at the front gate.

(3) Guest admission fees are not refundable. The management is not responsible for weather conditions.

(4) Members are responsible for the action of their guests. Guests can be asked to leave the facility by the management if their conduct or actions are inappropriate.

Diaper, infant, toddler and kiddie pool rules.

(1) Disposable diapers are not permitted in any pool.

(2) Any baby that is wearing a diaper on the deck or grassy area must also wear a bathing suit over the diaper.

(3) Parents rinsing off or cleaning the genital area of any child in any pool will be subject to suspension from the pool.

(4) The spray pool is for children four and under. Children must be accompanied by a parent or guardian.

Tennis court rules.

(1) Only tennis is to be played on the tennis courts.

(2) Proper footwear is required; no sandals or flip-flops.

(3) Only four players are permitted on a court at a time.

(4) Players are expected to observe proper etiquette and shall not interfere with other players.

(5) Children 10 years of age and under must be accompanied by an adult when playing tennis.

(6) Court No. 1 is a challenge court. Playing time for courts is to be reserved at the front gate.

(7) Use of tennis courts is limited to two hours a day per family.