

McDONALD RANCH, INC. SWIMMING POOL RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

As a Patron of the McDonald Ranch, Inc., I wish to have my child(ren) swim at the pool facility during the COVID-19 Crisis. By swimming at the pool facility, I recognize and fully understand certain things, including:

- The use of the pool facility involves certain risks, including but not limited to:
  1. Exposure to COVID-19:
    - a. Those who may have come in contact with anyone exposed with the virus;
    - b. Surfaces that are touched by those who may have been exposed to COVID-19;
  2. The risk of injury resulting from possible malfunction of the pool equipment;
  3. The risk of injuries resulting from tripping or falling over obstacles in the pool area;
  4. The risk of injuries resulting from unsupervised divers and swimmers colliding;
  5. The risk of other injuries resulting from participating in any action in the pool.

I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the aquatic center allowing me to utilize the pool during this COVID-19 Crisis, I hereby agree to the following conditions:

1. TO WAIVE ANY AND ALL CLAIMS including, but not limited to personal injury, bodily injury, contracting Covid-19 or any other disease or even death that I may have in the future against McDonald Ranch, Sky Tree Ranch, it's owners, directors, officers, employees, agents, or representatives (hereinafter collectively referred to as the "Releasees") relating to my use of the pool and pool area;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the pool or pool area for any reason whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for property, or personal injury to any third party, resulting from the use of the pool or pool area;
4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the McDonald Ranch, Inc; and
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_