

## MEMBER AND GUEST HEALTH ATTESTATION

For the safety of our staff, members and guests, the Bath and Tennis Club is restricting access from anyone with knowledge that they have a COVID-19 infection or have recently been exposed to the virus. **Please read the following carefully:**

By entering the property, you are affirming and attesting that:

- a) You do not have a COVID-19 infection and are not currently experiencing or displaying, and have not in the last 10 days experienced or displayed, any of the following symptoms:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
  
- b) You have not in the last 10 days had any close contact with anyone who is either confirmed or suspected of being infected with COVID-19, including anyone who was experiencing or displaying any of the known symptoms of COVID-19.
  
- c) You have not in the last 10 days traveled from (1) areas of substantial community spread requiring quarantine per the Florida Department of Health, or (2) traveled internationally – based on the current U.S. State Department Level 4 travel advisory for all international travel due to the global impact of COVID-19.

If you or anyone you are with cannot affirm and attest to any of the above, access to the club is not permitted.

**RELEASE REGARDING NOVEL CORONAVIRUS DISEASE (COVID-19)**

The Novel Coronavirus Disease (COVID-19)(the “Virus”) is extremely contagious and has been declared a worldwide pandemic by the World Health Organization. The Bath & Tennis Club, Inc., a Florida corporation (the “Club”) located at 1170 S. Ocean Blvd., Palm Beach, FL 33480, does not guarantee any individual who enters the property of the Club will not become infected with the Virus. Further, visiting the Club can increase an individual’s risk of contracting COVID-19.

**Protocols and Health Attestation. The Club has established Protocols and Procedures to address the risks associated with COVID-19 (the “Protocols”) and has posted a health attestation in a prominent location at the entrance to the Club. The undersigned has been provided with a copy of the Protocols and agrees to adhere to any and all provisions therein. By entering the Club, the undersigned further affirms his or her compliance with the health attestation. The undersigned also acknowledges that failure to comply with the Protocols may result in the immediate suspension from the Club or such other action as may be determined appropriate by the Club’s Board of Directors.**

Assumption of Risk; Release and Waiver. The undersigned agrees that he or she may be exposed to COVID-19 at the Club and understands exposure can lead to severe illness and even death. In consideration of being permitted to enter the Club property, the undersigned hereby for him or herself, his or her heirs, executors, administrators, or personal representatives, knowingly and voluntarily assumes all risks related to exposure to the Virus. By the undersigned’s signature below, on behalf of his or herself, heirs, beneficiaries, executors and assigns, hereby releases the Club and all of its agents, officers, directors, shareholders, contractors, representatives and employees (collectively, the “Club Parties”) from any liability, causes of action, or claims relating to or arising out of his or her entry onto the Club property and/or usage of any Club facilities. The scope of this release and waiver shall include, but not be limited to, damages or losses or injuries encountered in connection with contracting the Virus (either by his or herself or someone he or she knows), biological concerns, medical concerns (physical and emotional), and physical injury of any kind and for any reason. The scope of this release and waiver also includes any alleged negligent act or omission of all or any of the Club Parties; therefore, the Club Parties are expressly released from their own negligence or negligent acts or omissions, if any. The undersigned further agrees to waive, hold harmless, and to release the Club Parties from and against any and all claims and causes of action of every kind arising from any and all physical or emotional injuries and/or damages which may happen to him or her that relate to or arise out of contracting the Virus and entering the Club property of using the Club facilities.

Indemnification. The undersigned hereby indemnifies, defends and holds harmless the Club Parties from and against any and all losses, liabilities, damages, costs, claims, causes of action or expenses of whatever kind or nature, including reasonable attorney’s fees and including those caused by or arising from the negligence or negligent acts or omissions of any Club Parties, which any Club Party may sustain or incur by reason of the undersigned’s (i) contraction of the Virus, (ii) entering the Club property and/or using the Club facilities, and/or (iii) transmitting the Virus to any third party.

Binding Effect. The foregoing provisions shall be fully binding upon and shall be effective against the undersigned and his/her heirs, successors, estate(s), legal representatives and assigns.

Miscellaneous. This instrument will be governed by the laws of the State of Florida without regard to conflict of laws principles. The undersigned confirms and understands the provisions of this instrument, has had the opportunity to review this instrument and discuss the consequences of executing the same with legal counsel and has either elected to do so or waived his or her right to do so. An executed counterpart of this instrument delivered by facsimile or other electronic transmission shall constitute an original for all purposes.

---

PRINT NAME

---

SIGNATURE

---

DATE