



CLAREMONT CLUB & SPA
A FAIRMONT HOTEL

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT and COVID-19
NOTICE OF DISCLOSURE OF PROTECTED HEALTH INFORMATION**

This is a legal document. Please read and understand this document in full before signing.

In consideration of being permitted to play tennis at the Club at the Claremont and all activities within and related to the activity (“**Activity**” or “**Activities**”) as facilitated or offered by Claremont Club & Spa, an Accor hotel (the “**Hotel**”), I agree, for myself and on behalf of those children or minors for whom I am the parent or legal guardian (“**Minors**”), as follows:

1. I understand the hazards of the novel coronavirus (“**COVID-19**”) and am familiar with the Centers for Disease Control and Prevention (“**CDC**”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. I understand that while the Hotel is taking reasonable precautions to protect guests from exposure to COVID-19, there remains risk of contracting the virus during participation in Activities as the Activities necessarily involve contact with other people and contact with surfaces other people have touched.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. For my safety and the safety of others, I agree to adhere to any and all rules or directions for the Activities provided to me by the Hotel, Accor, its employees, agents and affiliates.
4. If I or an immediate family member contract COVID-19, have symptoms associated with the virus or come in contact with an infected person, either before, during or after participation in Activities, I will immediately advise the Hotel and provide information as to all employees, staff, and members with whom I did, or may have, come into contact at the Hotel’s facilities.
5. I authorize the Hotel to advise Hotel employees, staff, members or any third-person with whom I did or may have come into contact while at the Hotel facilities, that they were potentially exposed to COVID-19. I understand that Hotel will take all reasonable steps to keep my identity private, however, to protect the health and safety of others, it may be necessary for Hotel to disclose my identity and health status with respect to COVID-19 to those I came in contact with. I consent to such disclosure, including on behalf of any Minors, and agree such information would not be protected under state and/or federal privacy laws or regulations.
6. I understand and acknowledge that participation in the Activities involves **inherent risks, dangers, and hazards, including COVID-19 infection**, and that my participation and/or any Minors participation in the Activities **may result in injury or illness that could cause serious and permanent disability or death**. I expressly and voluntarily **assume all risks arising from my participation and/or any Minors’ participation in the Activities**. I and/or any Minors participating in the Activities do not have any **medical, physical or psychological conditions** that would prevent full and safe participation in the Activities or **I have a health care professional’s** permission to participate in the Activities.
7. I hereby **release and forever discharge Accor SA, the Hotel operator, the Hotel owner** and each of their affiliates, subsidiaries, parents, owners, members, managers, directors, officers, independent contractors and employees (“**Hotel Parties**”) from any and all **liability, claims, causes of action, damages, costs, and expenses (“Claims”)** including, but not limited to, personal injury, property damage or wrongful death arising out of my participation and/or any Minors’ participation in the Activities, whether based in **negligence, contract, strict liability or other bases**, whether such claims are known or unknown to me at the time I sign this Waiver, and **whether caused in whole or in part by the negligent acts or omissions of Accor or by any other Hotel Party** (excepting the gross negligence or willful misconduct of the Hotel Parties). I agree to waive my right and/or any Minors right to bring any and all such Claims, **including any right to sue the Hotel Parties** and to **defend, indemnify and hold harmless the Hotel Parties** from and against any Claims **arising out of or relating to my participation and/or any Minors participation in the Activities** (excepting the gross negligence or willful misconduct of the Hotel Parties). This waiver and release shall be governed in accordance with the laws of California, except its conflict of laws provisions, and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the courts of California located in Berkeley.
8. I hereby expressly waive and relinquish any and all rights and benefits to which I and/or Minors may be afforded by Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party.”



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I CERTIFY THAT I AM OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND ON BEHALF OF EACH MINOR (IF ANY), AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

Signature: _____

Name of Minor(s) : _____

Name (Print): _____

Club Membership #: _____

Date: _____