# COVID-19 MLAC/MLSD RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Important information regarding required protocols for participation can be found on

w [ww.mlacswimming.com](http://www.mlacswimmina.com/) under the COVID-19 menu tab on the home page.

In consideration of being allowed to participate in any way in the programs, practices, events hosted, sponsored or run (“Program”) by the **Mt. Lebanon Aqua Club** (“MLAC”), including any Program occurring on the property of **Mt. Lebanon School District** (“MLSD”), the undersigned Participant(s) and/or his/her/ their parent(s) or legal guardian(s) acknowledge and agree that:

1. An inherent risk of exposure of COVID-19 exists in any public place where people are or have been present. COVID-19 is an extremely contagious disease that can lead to severe illness and even death. According to the Centers for Disease Control and Prevention (“CDC”), persons with underlying medical conditions are especially vulnerable. The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with COVID-19 thereof as a result of participating in the Program does exist and it is impossible to eliminate the risk that participant could become infected through contact with or close proximity to an individual with COVID-19. Initials:
2. Participation includes possible exposure to and illness from COVID-19, as well as the possibility that participants may then transmit the virus to family members and others. While particular rules and personal discipline may reduce this risk of possible exposure, the risk of serious illness and death does exist, as does the risk that participant may then transmit the virus to family members and others with whom they have some contact. Initials:
3. I/WE KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF MLAC, MLSD, and their respective current and former officers, directors, officials, volunteers, agents, and/or employees and/or contractors ("RELEASEES”), or others and assume full responsibility for participation. I/WE understand that it is a condition of MLAC’s agreement to allow Participant(s) to participate, and a condition of MLSD’s permission to allow the Program to operate in MLSD’s facilities that Participant(s) and his/her/their parent(s) or guardian(s) sign and comply with this Release and Waiver. Initials:
4. I/WE acknowledge and agree that l/WE will comply with MLSD and MLAC’s respective policies and procedures, including without limitation social distancing, the wearing of Personal Protective Equipment, the prompt reporting of any CDC COVID-19 symptoms and temperature taking when applicable. I/WE acknowledge and agree that participation will cease upon a temperature reading at or in excess of CDC guidelines, in the event of the presence of one or more CDC COVID-19 symptoms, or for any other reason determined by MLAC to appropriate under the circumstances. Initials:
5. I/WE, for ourselves and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS RELEASEES WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or OTHER INJURY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, including but not limited to those arising out of COVID-19. Initials:
   1. I/WE agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from any claim, damage, liability, injury, expense or loss, including not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action initiated by me, or any other person, arising directly or indirectly out of Participant’s participation in the Program, including but not limited to those arising out of COVID-19.

Initials

# I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I/WE FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT l/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY.

Name of Participant:

Name of Participant:

Name of Participant:

Participant signature (for 18+):

# THE UNDERSIGNED CERTIFY THAT HE/SHE/THEY IS/ARE THE PARENT(S)/LEGAL GUARDIAN(S) WITH THE LEGAL RESPONSIBILITY FOR THE ABOVE IDENTIFIED PARTICIPANT(S)

Name(s) of parents/guardians: Parent/guardian signature: Parent/guardian signature:

Date signed:

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