

**Return to Practice Safety Code of Conduct and Waiver for Purple Valley Aquatics
Assumption of risk and waiver of liability associated with coronavirus and COVID-19**

I understand that coronavirus is highly contagious and that it is usually transmitted from person to person. I understand that attending swim practice activities with other people could increase my risk of contracting the virus even if I follow all the protection guidelines. I understand that participating in swim practice activities is a personal decision and completely voluntary and not required for continued club membership in any way. In order to best protect myself, my teammates, my coaches, my family, and my community, I promise to follow all social distancing and other protective measures required by my club and the facilities where I practice as well as any state or local mandates that are in effect.

By completing this form, I agree to the following:

I promise not to come to practice if I (1) have had COVID-19 and do not have a doctor's note permitting me to return to practice, (2) do not feel well, (3) have a temperature above 100.4, (4) have been around anyone who has had COVID-19 in the past two weeks, feel ill, or have a fever, (5) have travelled but not completed the two-week self-quarantine period to the extent applicable and recommended by the CDC or required by state mandate.

I promise not to come to practice if someone in my household doesn't feel well or has a temperature greater than 100.4F.

I promise not to come to practice if I have been in contact with anyone diagnosed with COVID-19 in the past two weeks, even if neither that person nor I do not display any symptoms.

I will follow my club's social distancing rules AT ALL TIMES even if my team's recommended spacing is greater than 6 feet.

I will not spit in the pool, on deck, or near the facility at any time.

I will not touch anyone else's belongings.

I will arrive at the pool building showered and dressed to swim and will leave in my suit. When weather gets colder, I will ensure that I have a parka or warm clothing to wear over my suit upon leaving.

I will bring only essential items with me to practice.

I promise to comply with temperature-taking and that ***I won't take fever-reducing medications prior to practice.***

I will sanitize my hands thoroughly before I enter the facility.

If a COVID-19 infection occurs at my club or new information becomes available about additional risk reduction, I will follow all extra protective measures required by my club.

All swimmers and parents must agree to review and abide by this Safety Code of Conduct before voluntarily participating in Club programs. All other Club, NES Swimming, and USA Swimming codes of conduct, rules, and policies remain in effect.

ACKNOWLEDGEMENT

In consideration for being permitted to participate in the programs of Purple Valley Aquatics (the "Club") including, but not limited to, observation or use of facilities or equipment, or participation in any on-or off- site program affiliated with Purple Valley Aquatics, I acknowledge that (a) novel coronavirus ("COVID-19") infections have been confirmed throughout the United States including in Massachusetts; (b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; (c) that it is believed that people who have COVID-19, not do not show symptoms, may be able to spread the virus.

AGREEMENT TO ABIDE BY CLUB PROCEDURES/POLICIES

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the programs of the Club if I, he or she: (i) experiences symptoms of COVID-19 including without limitation, fever, cough, shortness or breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste and/or smell (or any other symptom later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has diagnosis as set forth in (ii) above. I agree to notify Karrie Honecker immediately if I believe that any of the foregoing access/use restrictions may apply.

Purple Valley Aquatics has taken and may in the future take certain steps to slow the transmission of COVID-19 including without limitation the access/use restrictions set forth above. I acknowledge and agree that the Club may revise its procedures at any time and further agree to review and to comply with the Club's revised procedures as a condition of participating in programs of the Club. I further acknowledge and agree that due to the nature of the facilities, services, and programs offered by the Club, social distancing of 6 feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 during Club programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club and facility employees, volunteers, and program participants and their families.

I fully understand and appreciate both the known and potential dangers of utilizing the programs of the Club and entering any facilities where programming occurs and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN PROGRAMS OFFERED BY THE CLUB AND ENTERING FACILITIES AT WHICH THIS PROGRAMMING TAKES PLACE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE CLUB, I HEREBY AGREE TO THE FOLLOWING:

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, or any kind, that I or my child(ren) may experience or incur in connection with participating in Club programming (collectively, "Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Purple Valley Aquatics, Berkshire YMCA, New England Swimming, USA SWIMMING INC., their employees, agents, representatives, and volunteers (collectively, "Releasees") of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on the actions, omissions, or negligence of the Club, its

officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infections occurs before, during, or after participation in any Club program.

INDEMNIFICATION

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Club and all other Releases from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about Club premises or present for or participating in any program affiliated with the Club, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the Club is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Club.

CONCLUSION AND AGREEMENT TO ALL TERMS

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Massachusetts and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT REPLYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM THE CLUB ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND /OR LEGAL WARDS AND REPRESENT AND WARRANT TO THE CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

ADULT SWIMMERS AND PARENTS/GUARDIANS MUST SIGN OFF ON THIS FORM AS A PRECONDITION TO PARTICIPATING IN CLUB PROGRAMS.

Swimmer Name (s)

Date

Signature

Date

Signature

Date