

Phoenix Swim Club

Informed Consent/Release and Waiver of Liability Form

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY!

Informed Consent/Release and Waiver of Liability

This is an Informed Consent/Release and Waiver of Liability (this "Release") executed as the date, by the undersigned set forth below, on behalf of themselves and their respective family members, heirs, executors and administrators (collectively, "Undersigned"), in favor of BEST Swim Club, Inc., dba Phoenix Swim Club, an Arizona nonprofit corporation, its directors, officers, employees, volunteers (including meet directors and officials), landlord and owner of its swimming facility, and agents (collectively known as "PSC").

Each Undersigned hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Informed Consent/Assumption of Risk. Undersigned does hereby desire to participate in and/or volunteer for the PSC swim program, including, but not limited to swimming, collectively, the "Activities"). Undersigned understands and acknowledges that even with the best coaching and training, use of the most advanced safety equipment, and strict observance of the rules, injuries may and do often occur as a result of participation in the Activities. On rare occasions, injuries from the Activities may be so severe as to result in total disability, paralysis, quadriplegia, or even death. Undersigned further recognizes and understands that participation in the Activities may involve certain inherently dangerous activities. Undersigned further acknowledges that Undersigned has read this express warning. Undersigned hereby expressly and specifically assumes the risk of injury or harm associated with participation in the Activities and releases PSC from all liability for injury, illness, death or property damage that may result. With the full understanding and awareness of the facts, Undersigned hereby states that, to the best of Undersigned's knowledge, Undersigned has no medical, physical, mental or emotional health condition that would hinder or prevent Undersigned's participation in the Activities.

2. Release and Waiver. Undersigned does hereby release and forever discharge and hold harmless PSC and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, whether known or unknown, which arise or may hereafter arise from Undersigned's participation in the Activities and/or any other project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC. Undersigned agrees and acknowledges that this Release discharges PSC from any liability or claim that Undersigned may have against PSC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Undersigned's participation in the Activities, whether or not caused by the negligence of PSC or its officers, directors, employees, or agents or otherwise. Undersigned also agrees and acknowledges that PSC does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Undersigned, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, death or property damage.

3. Medical Treatment. Undersigned does hereby release and forever discharge PSC from any and all liability claims, demands and causes of action whatsoever that may arise on account of any first aid, treatment, or service rendered in connection with Undersigned's participation in the Activities and/or any other project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC.

4. Insurance. Undersigned understands that, except as otherwise agreed to by PSC in writing; PSC does not carry or maintain health, medical, or disability insurance coverage for any volunteer. [PSC does, however, provide GAP insurance to all volunteers under its medical insurance. This means that in the event that medical attention is sought, Undersigned primary medical insurance pays first. PSC's medical insurance would only pay as secondary coverage or in the case that Undersigned does not have any medical insurance.] Undersigned understands that Undersigned is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Photographic Release. Undersigned does hereby grant and convey unto PSC all right, title and interest in any and all photographic images and video or audio recordings made by or on behalf of PSC or made with its consent, during Undersigned's Activities with PSC and/or any project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Arizona. Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions as it relates to me and/or my child.

Name of Athlete (please print) _____

Signature _____ Date _____

Name of Parent/Guardian of Athlete (please print) _____

Signature _____ Date _____

Name of Volunteer (if not a Parent/Guardian) (please print) _____

Signature _____ Date _____

ACKNOWLEDGEMENT, WAIVER, AND ASSUMPTION OF RISK

We acknowledge that we have read and are aware of the risk of the spread of the Covid-19 virus by participating in Phoenix Swim Club swimming practices at this time. We acknowledge that we have read these policies on handling this matter and have been referred to the Center for Disease Control website to understand this pandemic, its risks, and how to mitigate community spread of this illness.

Phoenix Swim Club discloses that:

There are certain risks of practicing swimming in a group currently. The virus can spread before another person shows signs of the virus or is symptomatic. The CDC advises that everyone should:

- Continue to practice personal protective measures.
- Continue to put a household plan into action.
- Consider staying at home and avoiding gatherings or other situations of potential exposures, including travel, if you are an individual at increased risk of severe illness.
- Stay at home if you might infect an individual at increased risk of severe illness.

Phoenix Swim Club also requires that anyone who is sick, has symptoms of COVID-19 or who has reason to believe they have had contact with anyone with COVID-19 should not participate in any manner or attend a practice.

You understand and acknowledge that COVID-19 is caused by a new virus. There is much to learn about its transmissibility, severity, and other features of the disease. The virus is thought to spread mainly from person-to- person. It is thought to spread between people who are in close contact with one another and through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

You acknowledge that there are risks and dangers about COVID-19 and being in a public setting, including a swim practice. These risks and dangers may be caused by the negligence of participants, other swimmers, accidents, breaches of protocols, the forces of nature or other causes, and may be from foreseeable or unforeseeable causes.

If your non-adult swimmer, participates in a Phoenix Swim Club practice, you (and he or she) assume all risks and dangers and all responsibility for any losses, damages, or injuries, whether caused in whole in part by the negligence or other conduct of the owners, agents, officers, employees of Phoenix Swim Club, or by any other person.

I HAVE READ THE ABOVE WAIVER AND ASSUMPTION OF RISK AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BEST SWIM CLUB, INC, DBA PHOENIX SWIM CLUB, PHOENIX COUNTRY DAY SCHOOL, ARIZONA SWIMMING AND USA SWIMMING FROM

LIABILITY OR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE WITH REGARD TO COVID-19.

Swimmer(s) Name & Age

Parent/Guardian printed name

Signature of Parent/Guardian

Date