



NOTICE: This is a legally binding document. Please read it in its entirety before completing and signing. Members may not participate in any EPAP sponsored in-person activity without first completing and submitting this form.

Agreement, Waiver, and Release of Liability, Assumption of Risk, and Indemnity Agreement

Waiver and Release of Liability

In consideration of being permitted to use the property, facilities, staff, equipment, and services of Kilkenny Pool (KP), I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge KP its directors, officers, employees, and agents from liability for any and all claims and damages, including those caused by negligence of KP, resulting in personal injury, accidents or illness, and property loss arising from, but not limited to, participation in activities, swim team, classes, observation, and use of facilities, premises or equipment. I agree that this Waiver and Release is also signed by me on behalf of all minor children of which I am a parent or guardian.

Assumption of Risks

Swimming and physical activity, by its nature, carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. I know, understand, and appreciate that these and other risks are inherent in the activities made possible by EPAP and KP. I hereby assert that my participation in these activities is voluntary, and that I knowingly assume all such risks.

Indemnification and Hold Harmless

I also agree to indemnify, hold harmless, and defend EPAP and KP from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which arise out of my use of the property, facilities, staff, equipment, or services provided by EPAP and KP, or that arise out of such use by any minor children of which I am parent or guardian.

COVID-19 WARNING

The Novel Corona Virus 2019 (COVID-19) is an extremely contagious virus that spreads easily person to person. COVID-19 infections have been confirmed throughout the United States, including Texas. Federal and state authorities recommend social distancing as well as wearing face coverings as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in El Paso Aqua Posse (EPAP) sponsored programs and activities (e.g., swimming practice, dryland activities, other functions) could increase the risk of contracting COVID-19.

In anticipation of local pools opening again, EPAP is implementing as many precautions as possible to prevent the spread of COVID-19 during EPAP sponsored activities. Despite these precautions, EPAP in no way warrants or guarantees that EPAP members and their families will not be exposed to or contract COVID-19 through participation in EPAP programs and activities. Thus, EPAP strongly discourages swimmers who are at high risk or who have parents/guardians who are at high risk for severe illness from attending practice and participating in EPAP sponsored activities. *[For more information about who is at high risk for severe illnesses and how to prevent contracting and/or spreading COVID-19, please go to: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.]*

Acknowledgement of Understanding

By completing and signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my children and/or my family may be exposed to and infected with COVID-19 while participating in EPAP sponsored activities and that such exposure or infection may result in illness, personal injury, permanent disability, and/or death. I also understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, EPAP's employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury resulting from exposure to COVID-19 (including, but not limited to, personal injury, disability, and/or death) to myself, my children and my family. I understand that any time a swimmer or parent feels like the risk is too great to the swimmer or swimmer's family, the swimmer and/or parent may decide to leave or not attend the EPAP sponsored activity.

I hereby release, covenant not to sue, discharge, and hold harmless EPAP, Tennis West Sports & Racquet Club, its employees, agents, and representatives, of and from any claims arising out of the my, my children and/or my family's exposure to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that the release includes any claims based on the actions, omissions, or negligence of EPAP and its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in EPAP sponsored activities.

By signing this agreement, I also agree to ensure that I and my family understand and will follow all of the precautions put in place by EPAP and its host facility.

Signature of Non-Minor Member

Date Signed

A PARENT OF LEGAL GUARDIAN MUST COMPLETE THE REMAINDER OF THIS FORM FOR MINOR MEMBERS OF EPAP:

Signature of Parent or Legal Guardian

Date Signed

