

# Horizon Swimming

A registered DBA of Malibu Canyon Aquatics, LLC

## COVID-19 Participation Waiver

In consideration of **Malibu Canyon Aquatics, LLC** ("the Team) permitting my athlete(s) ("Swimmer") to participate in training ("Swim Program") with the Team, the undersigned parent(s) or legal guardian(s) of Swimmer ("Parents"), on behalf of themselves and Swimmer agree to the following terms and conditions:

1. **Participation.** Parents give consent and permission for Swimmer to participate in activities in the Team Program. Parents understand that participation by Swimmer in the Swim Program is completely voluntary.

2. **Description of Activities.** Student's participation in the Swim Program may include, but is not limited to, participation in the following activities ("Activities"):

a. Swimming and water related activities.

3. **Acknowledgment and Assumption of Risk.** Participation by Swimmer in all Swim Program Activities may be dangerous and carries with it certain inherent risks, including risks that may or may not be obvious, and that cannot reasonably be eliminated regardless of the care taken to avoid injuries. The specific risks may include but are not limited to:

(1) Injuries resulting from participating in swimming and water related activities, which may include, but are not limited to: injuries from jumping, diving, and turning in a pool or from a slippery walkway near a pool, injuries from being submerged in water, injuries caused by malfunctions of the equipment used in or near the pool, and injuries caused by contact or collision with other swimmers.

In addition to the specific risks set forth above, the general risks of participation in Activities include, but are not limited to:

- (1) dangers inherent in exposure to the sun for an extended period of time, or being outside during high temperatures, such as dehydration, heat stroke, and sunburns;
- (2) minor injuries such as scratches, bruises, cuts, and sprains;
- (3) risks of contracting communicable diseases, illnesses or viruses, including but not limited to, COVID-19;
- (4) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, brain injury and concussions; and
- (5) catastrophic injuries including drowning, permanent disability, paralysis, and death.

Parents assume liability and responsibility for any risks associated with Swimmer's participation in the Activities, whether described in this Agreement, known or unknown, inherent or otherwise. The Team cannot foresee every possible contingency or completely eliminate all risk. Parents have had opportunities to discuss the Activities with the Team.

Parents, on behalf of themselves and Swimmer, take full responsibility for any injury or loss, including death, which Swimmer may suffer arising in whole or in part from the Swimmers participation in the Activities.

**4. Release of Liability.** Parents, on behalf of themselves and Swimmer, hereby fully and forever discharge and release Malibu Canyon Aquatics, LLC, its officers, trustees, directors, employees, agents, representatives, insurers and volunteers ("Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, including, but not limited to, claims for injury or death to persons, emotional distress, property damage or wrongful death arising out of or in any way relating to Swimmers participation in the Swim Program. This release extends to any loss, damage or injury resulting from the ordinary negligence of the Released Parties.

**5. Release from Third-Party Liability.** Parents understand that the Team is not an agent of, and has no responsibility for, any third party. Consequently, Parents agree and acknowledge that the Team is not responsible for the actions of these entities for matters including, but not limited to, illness, bodily injury, personal injury, emotional distress, property damage, wrongful death or other injuries or damage caused by a third-party.

**6. Agreement to Indemnify.** Parents agree to indemnify and hold harmless the Released Parties for any and all claims and liabilities that might be alleged against the Released Parties arising out of or relating to Swimmer's participation in and conduct associated with the Activities.

**7. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**8. Integration.** This Agreement, along with the Code of Conduct Return to Practice letter, supersedes and replaces all prior agreements and understandings with respect to the subject matter of this Agreement.