

RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

By signing this agreement, I acknowledge the contagious nature of COVID-19 and the risk of injury by participating in activities at the Dayton Raider Aquatic Facility (DRAC). I voluntarily assume the risk that my child/children and I may be exposed to or infected by COVID-19, or otherwise injured by attending activities at the DRAC and that such exposure or infection, or participation in activities, may result in personal injury, illness, disability and, potentially, death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Dayton Raider Aquatic Center may result from activities including, but not limited to, participation in and contact with Dayton Raider Aquatic Center employees, Dayton Raider Swim Club employees, Dayton Raider Swim Academy employees, DRAC Fitness/Fit-ology & Wellness, Inc. 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 to my child/children or myself, including, but not limited to, personal injury, disability and death (illness, damage, loss, claim, liability or expense of any kind) that I or my child/children may experience or incur in connection with attendance at the Dayton Raider Aquatic Center or participation in Dayton Raider Aquatic Center activities or programs, including swimming team practice.

On my behalf and on behalf of my child/children, I hereby release, covenant not to sue, discharge and hold harmless the Dayton Raider Swim Club, Inc., the Dayton Raider Facilities, Inc., DRAC, the Dayton Raider Swim Academy, DRAC Fitness/Fit-ology & Wellness, Inc., their employees, agents, volunteers, board members, members and representatives, from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to activities and attending events at the DRAC. I understand and agree that this release includes any claims based on the actions, omissions, or alleged negligence of the Dayton Raider Swim Club, the Dayton Raider Facilities, Inc., DRAC, DRAC Fitness/Fit-ology & Wellness, Inc., or the Dayton Raider Swim Academy, their members, employees, agents, volunteers, board members and representatives whether a COVID-19 infection occurs before, during or after participation in any program.

Print Name of Participant/Parent-Guardian

Signature of Parent/Guardian

Signature of Participant

Date _____