

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I acknowledge that I and my child(ren) listed below have freely chosen to attend Swim Team Practice (the “Event”) at the Sweetwater Creek Community Development District (the “District”) swim and fitness facilities (the “Facilities”). I understand that the District has taken reasonable precautions to protect staff and guests from exposure to COVID-19 at its Facilities. Those measures include, but are not limited to, screening of guests and staff and enforcement of proper requirements for social distancing and sanitization. I also agree that I will not, and will not allow my child(ren) to, access the Facilities if the answer to any of the below questions is “yes”:

- i. Do you or your child(ren) have, or have you or your child(ren) had, in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea?
- ii. Have you or your child(ren) been in close contact (within 6ft for at least 15 minutes) with anyone with the above symptoms?
- iii. Have you or your child(ren) been exposed to anyone who tested positive for COVID-19 in the past 14 days?
- iv. Have you or your child(ren) been exposed to anyone who is currently waiting for COVID-19 test results?
- v. Have you or your child(ren) traveled internationally or been on a cruise during the past 14 days?
- vi. Have you or your child(ren) traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days?

I agree that by attending the Event, I and my child(ren) will fully comply with all such measures or face ejection from the Facilities. I further acknowledge that my attendance may result in risk of exposure to COVID-19 despite the above measures, and I assume any such risk that may arise therefrom. I accept full responsibility for all medical expenses for any injuries, illness, or exposure I or my child(ren) might receive by reason of my or my child(ren)’s attendance.

By signing this Waiver and Hold Harmless Agreement, I hereby release the District and its Supervisors, officers, staff, employees, agents, and assigns (the “Released Parties”) from and against any and all claims, demands, actions, complaints, suits or other forms of liability arising out of my or my child(ren)’s (a) participation in the Event, (b) failure to comply with the measures imposed by the District, (c) failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; and (d) damage, injury, or illness caused by myself or my child(ren) (together, the “Released Claims”).

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorney fees, liabilities, settlements, and/or judgments. **I confirm that I have carefully read this Waiver and Hold Harmless Agreement, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below or that I am 18 years of age or older.**

SIGNATURE: _____ DATE: _____

NAME: _____

NAMES OF MINOR CHILD(REN) IN ATTENDANCE: _____