



## **ILLINOIS SWIMMING COVID-19 WAIVER**

### THIS WAIVER IS FOR PARENTS

This Illinois Swimming Covid-19 Waiver ("Waiver"), Dated \_\_\_\_\_ is between \_\_\_\_\_ an individual over the age of eighteen as a member of Illinois Swimming and USA Swimming, and/or as the parent/guardian of the following minor

\_\_\_\_\_  
Who are members in good standing of Illinois Swimming, Inc, USA Swimming and \_\_\_\_\_, (hereinafter, collectively "Participants") and Illinois Swimming, Incorporated, USA Swimming and \_\_\_\_\_ (hereinafter, collectively, "Providers").

In consideration of the covenants and agreements contained in this Waiver and for other consideration, the receipt of which is acknowledged, the parties to this Waiver agree as follows:

1. The participant is seeking to participate in, attend or volunteer at competition sanctioned, approved, or observed under USA Swimming rules, or approved for attendance by ("Sanctioned") by Illinois Swimming, Inc.
2. Illinois Swimming, Inc. is a Local Swim Committee of USA Swimming, charged with providing Sanctions for swim competition for USA Swimming members in its geographic borders as defined by USA Swimming. Illinois Swimming provides these Sanctions to host clubs. As a condition of sanction, Illinois Swimming requires meet hosts ("Hosts") to comply with the guidelines, rules and laws set by the Illinois Department of Public Health, local municipalities and any other organization providing such restrictions as applicable to the hosts as they relate to Covid-19.
3. Covid-19 is a highly contagious disease, having been declared a pandemic. Those attending any swimming competition sanctioned by Illinois Swimming on behalf of USA Swimming may be exposed to or infected by COVID-19 while on site at the pool or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
4. Participants understand that the risk of becoming exposed to or infected by COVID-19 at the pool or facility may result from the actions, omissions, or negligence of others, including, but not limited to Hosts and any pool management company, pool owner, pool operator and their employees, volunteers, and program participants and their families.
5. Participants acknowledge \_\_\_\_\_, Illinois Swimming, Inc., and USA Swimming, cannot prevent Participants from becoming exposed to, contracting, or spreading COVID-19 while participating in USA Swimming and Illinois Swimming, Inc., Sanctioned events. It is not possible to prevent against the presence of the disease. In choosing to participate in such an event, Participant may be exposing themselves to and/or increasing your risk of contracting or spreading COVID-19.
6. Participant assumes all risks and accept sole responsibility for any injury or loss as it relates to COVID-19. Participants acknowledge they will not be able to participate in Sanctioned competition unless this Waiver is signed.
7. Participant acknowledges this Waiver is made with the express intention of effecting the extinguishment of certain obligations owed them, and with the intention of binding Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.
8. Participant acknowledges they have carefully read this Waiver, and that they fully understand same, and are freely and voluntarily executing the same. Participant understands that by signing this Waiver they are forever prevented from suing or otherwise making claims against Providers for any loss or injury they may incur while participating in a Sanctioned event. Participant has been given time to consult independent counsel prior to executing this Waiver.
9. This Waiver contains the entire agreement between the Parties and the terms of the Waiver are contractual and not a mere recital. This waiver is to be construed in accordance with and governed by the laws of the State of Illinois.

You agree that you, or your child, are voluntarily participating in these activities, with knowledge of the risks associated with Sanctioned activity, and that neither \_\_\_\_\_, Illinois Swimming, Inc., and USA Swimming, Inc., nor you will be liable to the others for any special, indirect, incidental or consequential damages arising out of or related to this Agreement.

\_\_\_\_\_  
On Behalf of Participant(s) Name/ Club/Address/ Phone

\_\_\_\_\_  
On Behalf of Illinois Swimming Address/Phone