**LIABILITY RELEASE AND INDEMNIFICATION FORM 6/19/20**

I, the undersigned participant (“Minor Participant”) and parent, request voluntary participation for a minor to participate in all events, which are hereinafter referred to as the “activities,” sponsored by Los Altos & Mountain View Aquatics Club (LAMVAC), USA Swimming and Pacific Swimming. This agreement is valid while the participant is a member of USA Swimming.

I consent to my minor’s participation in the activities and acknowledge that the minor and I fully understand my minor’s participation may involve risk of serious injury or death, including losses which may result not only from my minor’s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my minor’s participation with the activity coordinators and event staff, before I sign this document and before any activities begins.

**Release – Minor’s Rights:** In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless LAMVAC, USA Swimming and Pacific Swimming and their respective members of the board of directors, officers, employees, volunteers, other participants, and agents (collectively, the “Released Parties”), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

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Print Name of Minor Participant Minor’s Signature Date

**Release – Parents’/Guardians’ Rights:** In consideration of allowing Minor Participant to participate in an USA Swimming event or any other activities as described above, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

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Parent/Guardian Parent/Guardian Signature Date

I certify that my minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my minor’s personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

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Parent/Guardian Parent/Guardian Signature Date

**Indemnification by Parent/Guardian:** The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. The undersigned also agrees that this Liability Release and Indemnification Form extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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Parent/Guardian Parent/Guardian Signature Date

**Hold Harmless Waiver**

Minor Participant may engage in the following LAMVAC activities:

**Dry-land Exercises on Zoom Swim Practices at LAMVAC pools**

**Open Water Swim Practices Outdoor Group Exercises such as Jogging and Bicycling**

I acknowledge that I am aware that there are risks to the Minor Participant, including but not limited to::

*• An outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;*

In consideration of having my Minor Participant participate as either a team member or competitor in various activities, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify LAMVAC and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities.

I indicate my agreement to this hold harmless waiver noted below.

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Parent/Guardian Parent/Guardian Signature Date