**WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**RELATING TO COVID-19 PANDEMIC SITUATION**

I, the undersigned minor participant and parent or legal guardian, desire and request voluntary participation for minor to participate in events and activities provided and sponsored by Santa Clara Swim Club (“SCSC”) upon SCSC’s re-opening during the current novel coronavirus, COVID-19, pandemic. I understand that my participation will include my assumption of certain health and safety risks unique to the COVID-19 pandemic, including possible exposure to and contraction of COVID-19 or related illnesses as a result of my attendance and or participation in events and activities of SCSC. Through this binding, contractual agreement, I and my parent or legal guardian am assuming responsibility for such risks, and are waiving liability for any injury, damages or loss participant or parent or legal guardian may suffer related to the COVID-19 pandemic, including if occurring as a result of negligence by SCSC.

**Special Rules And Requirements For Participation**. I understand that, prior to participant being allowed to participate in SCSC’s activities and events at any SCSC premises, participant and parent or legal guardian must first complete a special safety training or program that sets forth rules and requirements relating to participation in activities and events at SCSC during the COVID-19 pandemic, and regarding measures to limit the spread of COVID-19. I understand that SCSC is creating and implementing mandatory safety-related rules and requirements for all SCSC members, parents, and participants as a response to the COVID-19 pandemic.

I agree to abide by all rules and requirements established by SCSC relating to the COVID-19 pandemic. I further understand that SCSC may periodically modify and change its rules and requirements, as it determines necessary and or in the interest of the health and safety of SCSC’s members, parents, and participants, and I agree to follow such additional rules and requirements. I understand that SCSC may be required to modify and change such rules and requirements based upon changes to applicable laws, regulations, orders, directions, and guidance from applicable government and health officials.

I have received and reviewed the current rules and requirements developed and being implemented by SCSC regarding safety and health pre-cautions during the COVID-19 pandemic titled “Reopening Site Procedures” (<https://www.teamunify.com/team/pcscsc/page/home>) and understand that SCSC may present notices of additional rules and requirements, including via separate communications to participants, parents and legal guardians, and via its website at [www.santaclaraswimclub.org](http://www.santaclaraswimclub.org).

**Assumption Of Risk.** I am aware that, through minor’s participation in events and activities of SCSC and minor’s and parent’s and legal guardian’s presence at SCSC, there are risks of exposure, directly or indirectly, to the novel coronavirus “severe acute respiratory syndrome coronavirus 2” (SARS-CoV-2), which is responsible for COVID-19 and or any mutation or variation thereof. I understand that, even with the implementation by SCSC of the additional safety and health measures and precautions related to COVID-19, SCSC cannot fully prevent participants and parents or guardians from becoming exposed to, contracting or spreading COVID-19 while participating in SCSC’s events and activities or while present at SCSC premises. It is not possible for SCSC to fully prevent against the presence or spread of the virus or disease. I understand that participating in SCSC’s events and activities services or being present at SCSC’s premises may result in exposure to coronavirus or increase the risk of contracting or spreading COVID-19.

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

**Waiver And Release Of Liability**. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED IN THIS AGREEMENT.

**Release – Minor’s Rights**: In consideration of allowing my participation in the activities or events of SCSC, I hereby release and hold harmless SCSC and its 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, injury, and liabilities that minor participant may have or sustain in any way relating to the COVID-19 pandemic and novel coronavirus and the activities or events of SCSC, including whether any such damage, injury or loss is caused by any active or passive negligence of any of the Released Parties. 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.

Name Of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Release – Parents’/Guardians’ Rights**: In consideration of allowing minor to participate in the activities or events of SCSC, I hereby release and hold harmless SCSC and its 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, injury and liabilities that I or minor participant may have or sustain with respect to any and all damage and or injury in any way relating to the COVID-19 pandemic and novel coronavirus and the activities or events of SCSC, including whether any such damage, injury or loss is caused by any active or passive negligence of any of the Released Parties. 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.

Name Of Parent Or Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Of Parent Or Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Indemnification by Parent/Guardian**: The undersigned parent or 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 or events of SCSC. The undersigned also agrees that this Waiver of Liability and Assumption of Risk Agreement and indemnity obligation 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 of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Name Of Parent Or Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Of Parent Or Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_