

## EXHIBIT B

### **KSTC Release and Waiver of Liability**

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in activities held at the Kent Swim and Tennis Club ("KSTC") including without limitation participation in the Seattle Metropolitan Area Aquatics ("VAST") Programs in the KSTC pool and facilities (the "Activity"), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the Activity, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the VAST officials or such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in athletics activities, including the Activity, which could result in bodily injury, partial and/or total disability, paralysis and death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to KSTC, VAST, any of their officers, employees, directors, trustees, members, users, shareholders, agents, affiliates, contractors, vendors, successors, predecessors, assigns, or related entities (the "Releasees").
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
  - e. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
3. I/We accept and assume such risks and responsibility and release KSTC and the Releasees from any claim related to the losses and/or damages following such injury, disability, paralysis or death, illness and infectious diseases, such as COVID-19, however caused and whether caused in whole or in part by the negligence of the Releasees.
4. I/We HEREBY acknowledge that THE ACTIVITY IS VERY DANGEROUS and involves the risk of serious injury and/or death and/or illness and/or COVID-19 and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR

INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release and waiver agreement is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release (the "Releasor(s)"). In consideration of being permitted to participate in any activities at KSTC, including without limitation participation in VAST programs, I hereby WAIVE, RELEASE and DISCHARGE the Releasees, their heirs, executors, administrators, employees, legal representatives, and assigns from all liability for or by reason of any damage, loss, or injury to person or property, even injury resulting in the death of the Releasor, which has been or may be sustained in consequence of the Releasor's participation in the activities described above, and notwithstanding that such loss or injury may have been caused by the negligence of the Releasees.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING ANY NEGLIGENCE OF THE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian Signature (if minor)

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Parent or Guardian Signature (if minor)

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Printed Name of Participant

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Address of Participant

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Received by \_\_\_\_\_

Dated \_\_\_\_\_