**Addendum to Release and Liability Waiver for Age-Group Swimming**

I certify that I am the parent/person having legal custody/guardianship of the minor child(ren) listed below. I give permission for the child(ren) to participate in all BAC Age-Group Swimming activities whether at the BAC facility or virtually from wherever the minor(s) may be. The child(ren) is/are physically able and mentally prepared to participate in all Age-Group Swimming activities.

In consideration for permission to enter the BAC facility for observation, use of facilities and/or equipment, or to participate in any activity either in person or virtually, I, on behalf of myself (as parent, custodian/guardian, or participant) hereby:

1. Acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of any groups of people other than in your own household. BAC has put in place preventative measures suggested by the Centers for Disease Control and Federal, State, and Local Government to reduce the spread of COVID-19; however, BAC cannot guarantee that you or your child will not become infected with COVID-19.

Further, attending BAC facilities, programs or activities could increase your family’s risk, your risk, and your child’s risk of contracting COVID-19. By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that my child and I along with my family may be exposed to or infected by COVID-19 by attending BAC facilities, programs or activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at BAC facilities or programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BAC employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child or my family may experience or incur in connection with my or my child’s attendance at BAC or participation in BAC Age-Group Swimming (“Claims”). On my behalf, and on behalf of my family and children, I hereby release, covenant not to sue, discharge, and hold harmless BAC, its employees, volunteers, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, suits, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BAC, its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BAC Age-Group Swimming activity.

1. I do hereby authorize BAC as agent for the undersigned, to consent with respect the minor(s) listed below, to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under general or special supervision of, any physician and surgeon licensed under the provisions of the California Medical Practice Act on the medical staff of any hospital, whether such diagnosis or treatment is rendered at the office of the physician or at the hospital. I understand that BAC is not responsible for costs incurred for medical care.
2. I understand that this addendum is in addition to the medical release and liability waiver signed at the time of registration (“initial waiver”) and currently in force. If any portion of this addendum or the initial waiver is held invalid, the remaining portions shall have full legal force and effect.
3. This agreement shall be governed by the laws of the State of California and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.
4. I have read this Addendum to Release and Liability Waiver, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Child’s Name (print)

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Child’s Name (print)

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Child’s Name (print)

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Parent/Guardian Name (print) Date

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Parent/Guardian Signature