

**WAIVER AND RELEASE AND ASSUMPTION OF RISK AGREEMENT
FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

In consideration of being allowed to participate in activities and events (including training, practices, meets etc.) sponsored or arranged by NATIONS CAPITAL SWIMMING, INC. a Virginia corporation/J&M Swim, LLC. ("NCAP/J&MSwim"), or in which NCAP/J&MSwim participates (collectively, the "Activities"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from various bacterial and viral infectious diseases including but not limited to Methicillin-resistant Staphylococcus aureus (MRSA), Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome ("MERS"), influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, and cannot be entirely eliminated; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or others, and assume full responsibility for my participation in the Activities; and,
3. I willingly agree to comply with guidelines adopted by NCAP/J&MSwim from time to time for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NCAP/J&MSwim, and its officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises in or on which the Activities are held (individually and collectively "RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property in connection with the Activities, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This document does not limit the applicability of any other document to which I am bound waiving or releasing NCAP/J&MSwim, and/or assuming the risks associated with my participation in the Activities.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, UNDERSTANDING THAT EXECUTION OF THIS AGREEMENT IS A CONDITION TO MY PARTICIPATION IN THE ACTIVITIES.

Name of participant: _____

Participant signature: _____ Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) PARENT OR LEGAL GUARDIAN MUST ALSO SIGN

This is to certify that I, as parent/guardian, with legal responsibility for the participant identified above, have read and explained the provisions in this document to my child/ward, including the risks of presence and participation in the Activities, and his/her personal responsibilities for adhering to guidelines adopted by NCAP/J&MSwim from time to time for protection against communicable diseases, and that such diseases may be contracted even if such guidelines are followed. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do hereby release and agree to indemnify and hold harmless the Releasees, for any and all liabilities or claims incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent provided by law. In addition, on behalf of myself, my spouse and my child/ward, I assume the risk of myself, my spouse, and my child/ward contracting communicable diseases at the Activities, and/or providing transportation to my child/ward.

Name of parent/guardian: (1) _____ (2) _____

Parent guardian/signature: (1) _____ (2) _____

Date: _____