WALNUT COUNTRY SWIM TEAM SPRING CLINIC
2022 REGISTRATION FORM

Family Name (s): _____ **Phone:** _____

Address: _____ **City:** _____ **Zip:** _____

Parent/Guardian 1: _____ **Cell #:** _____ **Work #:** _____

Parent/Guardian 2: _____ **Cell #:** _____ **Work #:** _____

Email Address: _____

Emergency Contact: _____ **Phone:** _____

<u>FEES:</u> $150 for each swimmer. Swimmers MUST be able to swim 1 lap of free style and back stroke unassisted in under a minute. Please make checks payable to "WCST". Please note that no refunds will be issued.

Swimmer Name	Gender	Age (as of 6/15/2022)	Date of Birth

Total Registration Fees: _____

Completed forms and payment must be delivered <u>in person</u> to the CHOA business office mail slot located next to the pool at 4498 Lawson Court Concord, CA 94521 by <u>Friday, March 4, 2022</u>. Please place check and paperwork in an envelope labeled "WCST". Thank you for your cooperation.

Parent Signature: _____ Date: _____

GENERAL RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of participation for the persons (herein referred to as “swimmers”) named below in the Walnut Country Swim Team.

1. The undersigned parent or legal guardian HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Walnut Country Swim Team, coaching staff, Cowell Home Owners Association and leases of the property and each of their officers and employees all for the purpose (herein referred to as “releases”), from all liability to the undersigned, his personal representative, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property resulting to the swimmers named below whether caused by the negligence of the releases, or otherwise while the swimmers named below are involved or participating in any swim clinic purpose or activity on or off the property.

2. The undersigned parent or legal guardian HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releases and each of them from any loss, liability damage, or cost they may incur while the swimmers named below are involved or participating in any swim clinic purpose or activity on or off of the property whether caused by the negligence of the releases or otherwise.

3.The undersigned parent or legal guardian HERBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while the swimmers named below are involved or participation in any swim clinic purpose or activity on or off the property.

4. The undersigned parent or legal guardian HERBY GRANTS PERMISSION for images of the swimmers named below, captured during regular and special swim activities through video, photo and digital camera, to be used solely for the purposes of clinic promotional material and publications or instruction and critique, and waive any rights of compensation or ownership thereto.

The undersigned parent or legal guardian expressly acknowledges and agrees that competitive swimming and diving are activities in which there are substantial risks of head and neck injuries or drowning etc., all of which involves the risk of serious injury and or death and or property damages. The undersigned parent or legal guardian further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law 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 effort.

The UNDERSIGNED PARENT OR LEGAL GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

1st SWIMMER: _____ 2nd SWIMMER: _____

3rd SWIMMER: _____ 4th SWIMMER: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

COVID-19 Liability Release Agreement

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in Walnut Country Swim Team swim workouts, events or other approved activities (collectively, the "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 and the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Walnut Country Swim Team and Cowell Homeowners Association and their respective employees, volunteers, and program participants and their families (the "Released Parties"). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my attendance at any of the Activities ("Claims").

I agree that if I have a fever, cough, feel short of breath or am experiencing any other symptoms or have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not attend any of the Activities for at least two weeks after exposure or symptoms have subsided or I have returned from a highly impacted area. In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify the coach or club administrator immediately.
On my behalf, the behalf of my family, estate, heirs, or representatives, I hereby release, covenant not to sue, discharge, and hold harmless: Walnut Country Swim Team and Cowell Homeowners Association and their officials, employees, agents, volunteers, and representatives, of and from the Claims, including all liabilities, claims, actions, 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 the Walnut Country Swim Team and Cowell Homeowners Association and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activities. In addition, I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Release Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to the Activities whether caused by the negligence of the Released Parties or otherwise.

By signing below, I acknowledge and represent that I have read the foregoing waiver of liability, been given the opportunity to ask questions, fully understand its terms, and understand that I have given up rights by signing it, and sign it voluntarily as my own free act, including the release of liability and indemnification requirements contained in this document. I agree that this agreement shall be enforced as fully as possible and that any unenforceable provisions shall be deemed modified to the limited extent to permit enforcement.

1st SWIMMER: _____ 2nd SWIMMER: _____

3rd SWIMMER: _____ 4th SWIMMER: _____

PARENT/GUARDIAN SIGNATURE: _____

PRINT NAME: _____DATE: _____