



DIXON DOLPHINS SWIM TEAM
COVID-19 WAIVER AND RELEASE FORM

I, the undersigned participant and parent, request voluntary participation for my myself/child to participate in all events, which are hereafter referred to as the “activities” sponsored by the Dixon Dolphins Swim team, NCSL and its local swimming committees. This agreement is valid while the participant is a participant of the Dixon Dolphins. I consent to my/minor’s participation in on-site and online practices and activities and acknowledge that the minor and I fully understand my/minor’s participation may involve risk of serious injury, illness or death, including loss which may result not only from my/minor’s own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or rule of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with Dixon Dolphins staff or Parent Board members before I sign this document.

In signing below, the athlete and/or parent/guardian(s) affirms to have read this form in its entirety and agrees to abide the conditions herein. The athlete and/or parents are intending to be legally bound, do hereby for ourselves, our heirs, executors and administrators, waive, release and forever discharge any and all rights and claims for damages which we or either of us may hereafter have against the Dixon Dolphins swim team, NCSL, and/or the City of Dixon and its respective management and employees for any and all damages which may be sustained or suffered by me in connection with, or entry in, and/or arising out of my participation in swimming.

GENERAL ACKNOWLEDGEMENT & ACCEPTANCE

I, the athlete and/or parent/guardian(s), acknowledge that all information and signatures on this form are applicable to my participation in these practices provided by the Dixon Dolphins Swim Team and I agree to abide by the regulations specified in this document.

AUTHORIZATION FOR MEDICAL SERVICES

I, the athlete and/or parent/guardian(s), hereby give consent for the Dixon Dolphins Swim Team to provide me with medical care, treatment and emergency medical services associated with the participation of the swim program provided by the Dixon Dolphins Swim Team during and after COVID-19. Additionally, I hereby agree that, in the event I, the athlete or parent/guardian(s), elect to obtain any of these services or treatments from any sources other than the provided, I shall accept full and complete responsibility. I, the athlete and/or parent/guardian(s), further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I, the athlete and/or parent/guardian(s), am participating as a member of the Dixon Dolphins Swim Team.



ASSUMPTION OF RISK OF SERIOUS INJURY AND SICKNESS

I, the athlete and/or parent/guardian(s), understand and appreciate that my participation in the sport of swimming carries a risk of serious injury (including permanent paralysis or death) and I, the athlete, may possibly contract and/or spread COVID-19.

COVID-19 RELEASE

I understand the hazards of the novel Coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CEC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Dixon Dolphin practice and activities.

I acknowledge and fully assume the risk of illness, injury or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (on behalf of myself and any minor children/adult participant from whom I have the capacity contract) Dixon Dolphin Swim Team, City of Dixon, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgements, losses or expenses of any nature whatsoever (including without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, of relating to directly or indirectly, the infection of COVID-19 or any other illness or injury.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this agreement. I acknowledge that this waiver was expressly negotiated and is a material inducement the permission granted by releases to be on premises and participate in the practices and activities.

RELEASE

The undersigned, parent(s), natural guardian(s), or legal guardian(s) of _____, does hereby represent he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above, as releasees, from all liability, loss, cost, claim, or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.



MISCELLANEOUS

This Waiver and Release Form shall be construed in accordance with the subject to the laws of the State of California. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes, or is held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Waiver and Release Form shall not be affected thereby.

Participant's Name (Please Print)

Parent/Guardian of Minor Participant Name
(Please Print)

Signature of Participant or Parent/Guardian of
Minor Participant

Date: _____