



OZARKS REGIONAL YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

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. OZARKS REGIONAL YMCA has put in place preventative measures to reduce the spread of COVID-19; however, **OZARKS REGIONAL YMCA cannot guarantee that you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS 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 by participation; 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 OZARKS REGIONAL YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to OZARKS REGIONAL YMCA's employees, volunteers, and program participants and their families.

____ INITIALS I **voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (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 participation at OZARKS REGIONAL YMCA.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless OZARKS REGIONAL YMCA, its employees, agents, 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 OZARKS REGIONAL YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at OZARKS REGIONAL YMCA.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where OZARKS REGIONAL YMCA is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS **By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

____ INITIALS I **have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

____ INITIALS If I have signed a separate general waiver of liability connected to my participation at _____, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at OZARKS REGIONAL YMCA.

Please list all swimmers + birthdates

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____ Date of Birth _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

COVID-19 Waiver

Monett Water Thrashers

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

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. Monett Water Thrashers has put in place preventative measures to reduce the spread of COVID-19; however, Monett Water Thrashers cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – CHECK EACH PARAGRAPH

- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; 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 Monett Water Thrashers may result from the actions, omissions, or negligence of myself and others, including, but not limited to Monett Water Thrasher 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 myself (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 participation with Monett Water Thrashers. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Monett Water Thrashers, its employees, agents, 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 Monett Water Thrashers, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation with Monett Water Thrashers.

- I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- In the event that I file a lawsuit, I agree to do so in the state where Monett Water Thrashers is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
- I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.
- If I have signed a separate general waiver of liability connected to my participation with the Monett Water Thrashers, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.
- I agree that I will practice safe social distancing and clean hygiene during my participation with Monett Water Thrashers.

Signature: _____

Date: _____

Please provide names of your swimmer(s) and anyone who will be on the pool deck.

2020 Watertrasher Swim Protocols

Here are the protocols that must be in place to ensure the safety of your swimmer during the 2020 season. These must be followed by all parties in order to participate in the Monett Watertrashers:

- Prior to Participating in Practices, the swimmer and parent must:
 - Sign the *YMCA Waiver*
 - Sign the *Watertrasher Waiver*
 - Sign the *Watertrasher Swim Protocol*
- **Family Self-Screening and Self-Monitoring Practices (FIRST PRIORITY)**
 - We ask that families monitor their swimmer for the following ***prior*** to practices:
 - A fever of 100° F or greater
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - New loss of taste or smell.
 - Once a swimmer is excluded from practices, they may return if they satisfy the recommendations of the CDC or local health departments. Currently those guidelines are:
 1. **Untested.** Persons who have not received a test proving or disproving the presence of COVID-19 but experience symptoms may return if the following three conditions are met:
 - a. They have not had a fever for at least 72 hours (that is three full days of no fever **without** the use medicine that reduces fevers); and
 - b. Other symptoms have improved (for example, when your cough or shortness of breath have improved); and
 - c. At least seven (7) calendar days have passed since your symptoms first appeared.
 2. **Tested.** Persons who experienced symptoms and have been tested for COVID-19 may return to practices if the following three conditions are met:
 - a. They no longer have a fever (without the use medicine that reduces fevers); and
 - b. Other symptoms have improved (for example, when your cough or shortness of breath have improved); and
 - c. They have received two negative tests in a row, at least 24 hours apart.

3. **Tested with no symptoms.** Persons who have not had symptoms but test positive for COVID-19 may return when they have gone seven (7) calendar days without symptoms and have been released by a healthcare provider.

Swimmers may also return if they are approved to do so in writing by the student's health care provider.

- **Siblings or Other Students in the Household**

If a student is excluded from swim practices due to COVID-19 symptoms or has had a positive COVID-19 test, his or her siblings or other students living in the same household will be questioned and if they exhibit symptoms, they will also be excluded from practices. If they do not exhibit symptoms, they may still be excluded from practices and asked to self-quarantine.

- **Self-Quarantine**

If a swimmer has recently had close contact with a person with COVID-19 symptoms or diagnosed with COVID-19 or has recently traveled from somewhere considered to be a "hot spot" by the CDC, the Waterthrashers may exclude the swimmer from practicing and recommend that they self-quarantine for 14 calendar days.

SWIM PRACTICE EXPECTATIONS:

- **Before Practices**, the *parents and/or guardian 16 years old or older* must (this is for swimmers younger than 16 years old):
 - Escort their swimmer to the designated entrance
 - Sign in their swimmer
 - Assist in the taking of the swimmer's temperature, if needed
- **During Practices**, the *parent* must:
 - Observe social distancing with other parents and/or swimmers.
- **During Practices**, the *swimmer* must:
 - Arrive prepared to swim and/or participate in dry land exercises.
 - The *swimmer may* be assigned a specific pull buoy and/or kick board. It is the swimmer's responsibility to have it ready prior to practices beginning.
 - Maintain social distancing during the exercises in and out of the pool.
 - *Swimmers may* lose the privilege to practice if unable to self-regulate social distancing guidelines in and out of the pool.
- **After Practices**, *parents/guardian 16 years old or older* must (this is for swimmers younger than 16 years old):
 - Meet their swimmer at the designated exit.
 - Assist child/sibling in social distancing.

FLEXIBILITY IN PRACTICES

- Our coaches' efforts are to provide a quality environment for swimmers to efficiently swim all four strokes. Local and state phasing may impact the number of swimmers in the pool at a time. There might be adjustments in practices to meet local and state requirements. This may include, but is not limited to, requiring swimmers to swim on alternate days.

By signing the Waterthrasher Swim Team Safety Protocol, I agree to the prescribed actions established by the Waterthrasher organization for the 2020 Swim Season. Failure to abide by the protocols may result in disciplinary action and/or removal from the swim team.

Swimmer(s) name [printed]:

Parent(s) Name [printed]:

Parent Signature:

Today's Date:

(A copy of this document will be made available on the Monett Waterthrashers website.)