

PARTICIPANT LIABILITY RELEASE, HOLD HARMLESS AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the “activities” taking place at the **Brian Bent Memorial Aquatics Complex (BBMAC)**, under the supervision of the **Coronado Unified School District its Board of Trustees, Officers, employees, and agents**.

I consent to my/minor’s participation in the activities and acknowledge that the minor and I fully understand my/minor’s participation may involve risk of serious injury or death, including losses 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 the rules 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 the activity coordinators and event staff, before I sign this document and before any activities begins.

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

In consideration of having the opportunity to participate as either an individual lap swimmer, team member, lesson participant, or competitor at the BBMAC, I acknowledge that I am aware of and willing to assume the risks associated with these activities at the BBMAC. I hereby voluntarily agree to waive, hold harmless and indemnify the Coronado Unified School District its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

Release – Minor’s Rights: In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless **Coronado Unified School District its Board of Trustees, Officers, employees, and agents**, (collectively, the “Released Parties”), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor) (Signature of minor) (Date)

Hold Harmless Waiver

It is my intent as a participant in utilizing the BBMAC facilities for my chosen athletic participation including all aquatic and dryland activities at the Brian Bent Memorial Aquatics Complex, that I am agreeable to the following:

Release – Parents’/Guardians’ Rights: In consideration of allowing Minor Participant to participate in this aquatic sport, I hereby release and hold harmless **Coronado Unified School District its Board of Trustees, Officers, employees, and agents**, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor’s personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless **Coronado Unified School District its Board of Trustees, Officers, employees, and agents** from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)