**Safety Code of Conduct and Waiver for SWIM CLUB**

**Assumption of Risk and Waiver of Liability Associated with Coronavirus and COVID-19**

**ACKNOWLEDGEMENT**

In consideration for being permitted to participate in the competitive events of SWIM CLUB (“the Club), I acknowledge that

(a) novel coronavirus (''**COVID-19**") infections have been confirmed throughout the United States including in Kentucky;

(b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; and

(c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

I fully understand and appreciate both the known and potential dangers of entering any facility where others congregate and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN PROGRAMS AND COMPETITIVE EVENTS OFFERED BY THE CLUB AND ENTERING FACILITIES AT WHICH THIS PROGRAMMING TAKES PLACE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE CLUB, I HEREBY AGREE TO THE FOLLOWING:

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with participating in Club programming (collectively, “**Claims**”).

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless SWIM CLUB, FACILITIES, MUNICIPALITIES/INSTITUTIONS/ORGANIZATIONS/OTHER, KENTUCKY SWIMMING, INC., USA SWIMMING INC., their employees, agents, representatives, and volunteers (collectively, “**Releasees**”) of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on the actions, omissions, or negligence of the Club, its officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infection occurs before, during, or after participation in any Club program.

**INDEMNIFICATION**

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Club and all other Releasees from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee’s choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about Club premises or present for or participating in any program affiliated with the Club, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the Club is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Club.

**CONCLUSION AND AGREEMENT TO ALL TERMS**

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Kentucky and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN’S RIGHT TO RECOVER DAMAGES FROM THE CLUB ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

ADULT SWIMMERS AND PARENTS/GUARDIANS MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATE IN CLUB PROGRAMS AND COMPETITIVE EVENTS.

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| Adult Swimmer signature |  | Date |
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| Parent/Guardian signature |  | Date |