



LIABILITY RELEASE AND INDEMNIFICATION FORM
(June 1st 2020)

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the “activities.” sponsored by *Vallejo Aquatic Club, USA Swimming and Pacific Swimming*. This agreement is valid while the participant is a member of USA Swimming.

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.

Release – Minor’s Rights: In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless *Vallejo Aquatic Club, USA Swimming* and its local swimming committee and their members of its board of directors, officers, employees, volunteers, other participants, 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

Release – Parents’/Guardians’ Rights: In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, 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 the Released Parties 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



HOLD HARMLESS WAIVER

It is my intent as a participant or player competing in Vallejo Aquatic Club sanctioned activities, while participating during activities including any pre-game or post-game activities that include:

Open Water Swim - Lake Berryessa

Team Swim Practice - Pool Practices

Team Dryland Practice

Team Hikes

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 a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify (Name of Organization) and 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 waiver noted below.

Print Parent/Guardian Name

Signature of Parent/Guardian

Date



PARTICIPANT CHECKLIST

A parent or guardian should confirm the following checklist on a daily basis prior to practices with their swimmer(s.) Coaches will confirm with swimmers when they arrive that they have completed the checklist each day with their parent or guardian. This checklist should not be brought to practice or submitted to a coach.

Swimmer has not had a fever in the last 24 hours. Parent/guardian is encouraged to do a temperature check.

Swimmer has not experienced the following in the last 24 hours: cough, shortness of breath or difficulty breathing, chills, headache, sore throat, new loss of taste or smell or other symptoms related to COVID-19 as listed by the CDC.

A member of the swimmer's household does not have symptoms or tested positive for COVID-19.

Swimmer has not been exposed to someone who has symptoms or tested positive for COVID-19 within the last 14 days.

Swimmer has not traveled outside the country within the last 14 days.

Swimmers who are 18 and older can self-evaluate based on the questions above.