



RecPlex Liability Release Waiver/COVID-19 Disclaimer/Photo Release

Release and Hold Harmless Agreement

As a participant in the program of the RecPlex, owned and operated by the Village of Pleasant Prairie, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, damages, or losses, which I may sustain as a result of participating in all activities connected with or associated with such program. I agree to relieve and relinquish all claims: I have as a result of participating in the program, against the Village of Pleasant Prairie and its officers, agents, and employees. I do hereby fully release and discharge the Village of Pleasant Prairie and its officers, agents, and employees from any and all claims from injuries, damages, or losses, which I may have or may accrue to me on an account of my negligence during participation in the program. I agree to indemnify and hold harmless and defend the Village of Pleasant Prairie and its officers, agents, and employees from all claims result from injuries, damages, and losses sustained during and arising out of the activities of the program.

Coronavirus/COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact and air particles. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in RecPlex programs or accessing RecPlex/Village of Pleasant Prairie facilities could increase the risk of contracting COVID-19. RecPlex in no way warrants that COVID-19 infection will not occur through participation in RecPlex programs or accessing RecPlex facilities. As a condition of my participation or my child's participation in the RecPlex programs, I accept any risk of infection from COVID-19. I specifically release and hold harmless the Village of Pleasant Prairie RecPlex from any losses, damages, or personal injury to myself, my child, or my household from participation in any RecPlex programming.

PHOTO RELEASE:

RecPlex reserves the right to take photography and video throughout the inside and outside of the facility to use for, but not limited to: promotional materials, social media, and advertising efforts. This includes the use of Zoom.

I have read and understand the Release and Hold Harmless Agreement and the COVID-19 Warning and Disclaimer. I understand that my signature is required to take part in RecPlex programs. If the participant is under the age of 18, a parent or guardian signature is required.

Athlete's Name(s)

Signature of Athlete's Guardian/ Athlete over the age of 18

Waiver of Liability, Release, and Indemnity Agreement According to Rule 202.6.6

“You and Your” refers to [check the appropriate selection]:

participant (if participant is 18 or older) **Participant Parent/Guardian (if participant is a minor)**

_____ You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your family, including child(ren), may be exposed to or infected by COVID-19 while on site at the pool or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the pool or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Pleasant Prairie Patriots Swim Team and pool management company's employees, volunteers, and program participants and their families.

_____ You acknowledge, Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc., cannot prevent you (or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while participating in USA Swimming sanctioned events. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a USA Swimming sanctioned event, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

_____ You agree that you, or your child, are voluntarily participating in these activities, with knowledge of the risks associated with such activity.

_____ You acknowledge and agree that neither Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc., nor you will be liable to the others for any special, indirect, incidental or consequential damages arising out of this Agreement. Except as otherwise specifically set forth herein, Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc.'s total liability to you under or in connection to this Agreement shall not exceed the amounts paid or payable to Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc. according to this agreement; Any action against Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc. arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed not later than three (3) months after the cause of action has accrued.

_____ You agree that should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force

_____ By signing below, you understand and agree to the terms stated above. You understand the risks associated with **Swimming Competition**.

IN ADDITION, BY SIGNING BELOW, YOU RELEASE PLEASANT PRAIRIE PATRIOTS SWIM TEAM, WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC. FROM ANY AND ALL LIABILITY FOR ANY INJURY OR DAMAGE THAT MAY ARISE FROM, BUT NOT LIMITED TO, YOUR PARTICIPATION IN (A) ANY ACTIVITY, CLASS, PROGRAM, PERSONAL TRAINING OR INSTRUCTION, (B) THE SUDDEN AND UNFORESEEN INJURIES ARISING OUT OF YOUR IMMEDIATE SURROUNDINGS, (C) OUR INSTRUCTION, TRAINING, OR SUPERVISION. THE FOREGOING UNDERSTOOD, YOU, YOUR HEIRS, ASSIGNS, AND YOUR PERSONAL REPRESENTATIVE HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST [INSERT CLUB NAME], WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC., ITS OWNERS, OFFICERS AND EMPLOYEES, CONTRACTORS, AND ANY OTHER PARTIES CONNECTED TO THE SERVICES IN ANY WAY (“RELEASEES”) SINGULARLY OR COLLECTIVELY, AND FURTHER HOLD HARMLESS AND INDEMNIFY SUCH RELEASEES FROM AND AGAINST ANY LIABILITY, CLAIMS OF NEGLIGENCE, MISADVENTURE, HARM, LOSS, INCONVENIENCE OR DAMAGE HEREBY SUFFERED OR SUSTAINED AS A RESULT OF YOUR PARTICIPATION IN THE SERVICES, OR ANY OTHER SERVICES OR ACTIVITIES OFFERED BY RELEASEES. THE FOREGOING NOTWITHSTANDING, THIS IS NOT A RELEASE AND WAIVER OF INTENTIONAL OR RECKLESS ACTS OF RELEASEES. SUCH RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY SHALL APPLY TO YOUR OWN CLAIMS AND/OR CLAIMS OF THIRD PARTIES, RELATING TO MY PARTICIPATION IN THE SERVICES.

YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. YOU HAVE HAD THE OPPORTUNITY TO BARGAIN WITH PLEASANT PRAIRIE PATRIOTS SWIM TEAM, WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC. WITH ADEQUATE INSURANCE OR AN ADEQUATE CASH DEPOSIT TO NOT HAVE TO AGREE TO THE WAIVERS OR RELEASES OF LIABILITY OR INDEMNIFICATION PROVISIONS SET FORTH HEREIN. YOU UNDERSTAND THAT YOU HAVE WAIVED AND SURRENDERED VALUABLE LEGAL RIGHTS. YOU HAVE SIGNED THIS WAIVER VOLUNTARILY; AFTER DUE NEGOTIATIONS, IN EXCHANGE FOR THE CONSIDERATION DESCRIBED ABOVE.

This Agreement and its terms bond a relationship between Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc. and yourself. Each time you participate in these activities, you affirm the terms of this Agreement and agree to indemnify and hold Pleasant Prairie Patriots Swim Team, Wisconsin Swimming, Inc., and USA Swimming, Inc. and its employees harmless from all liability and claims, as stated above.

The Services are provided under this Agreement by Pleasant Prairie Patriots Swim Team, through sanction by Wisconsin Swimming, Inc., and USA Swimming, Inc.

Participant or Parent/Guardian Signature: _____

Date: _____

Participant or Parent/Guardian Name (print): _____

Participant or Parent/Guardian Phone Number: _____