



Bettendorf Aquatics Club

Release of Liability and Indemnification

I, the undersigned participant and parent, request voluntary participation for minors to participate in all events, which are hereinafter referred to as the "activities." sponsored by Bettendorf Aquatics, Bettendorf Community School District, USA Swimming and its local swimming committees. 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 begin.

Bettendorf Aquatics has taken enhanced health and safety measures for our athletes. All posted, emailed, or verbal instructions must be followed while attending Bettendorf Aquatics activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Center for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By attending Bettendorf Aquatics activities you voluntarily assume all risks related to exposure to COVID-19.

USA Swimming, Inc., Iowa Swimming, Inc., and QCSS 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 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.

BY ATTENDING OR PARTICIPATING IN THE PRACTICES or COMPETITION, YOU VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND FOREVER RELEASE AND HOLD HARMLESS USA SWIMMING, IOWA SWIMMING, INC., AND QCSS AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES FROM ANY LIABILITY OR CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIMS YOU MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO PARTICIPATION IN THIS COMPETITION.

LIABILITY Y WAIVER

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Quad Cities Swim School, 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.

Release – Parent/Guardian 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.

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.

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.

Parent or Legal Guardian Signature: _____

Parent or Legal Guardian Name (*print*): _____

Date: _____