



# PASEO AQUATICS

THE PATH TO EXCELLENCE

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, the undersigned parent or guardian of minor, \_\_\_\_\_ (name of minor) request voluntary participation for minor to participate in all events, which are hereinafter referred to as the “activities” sponsored by **Paseo Aquatics, Inc.**, USA Swimming, and its local swimming committees. This agreement is valid at all times while minor is participating in the activities.

I consent to minor’s participation in the activities and acknowledge that the minor and I fully understand that minor’s participation may involve risk of serious injury or death, including losses which may result not only from 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 concerns regarding these risks, I should discuss the risks associated with minor’s participation with the activity coordinators and event staff before I sign this document and before any activities begin.

I acknowledge and agree that we are currently facing a global pandemic related to the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is responsible for Coronavirus Disease (COVID-19) and that as a result of the same, minor and I are assuming the risk of infection to minor and myself from exposure to other parties as a result of participation in the activities. I understand that **Paseo Aquatics, Inc.** is making every attempt to reduce or eliminate the risk of exposure but that there is simply no way to guarantee that there will be no possibility of exposure.

### **Release – Minor’s Rights:**

In consideration of allowing minor to participate in the activities, I hereby release and hold harmless **Paseo Aquatics, Inc.**, USA Swimming, its local swimming committee, and their respective 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 may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participation in the activities. I also

agree that if any portion of this agreement is held to be invalid, the remaining portions of this agreement shall continue in full force and effect.

\_\_\_\_\_  
(Print name of Parent/Guardian)

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Date)

**Release – Parents’/Guardians’ Rights:** In consideration of allowing minor to participate in the activities, 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 minor or I may have or sustain with respect to any and all damages and/or injury, of any type, arising from minor’s participation in the activities. I also agree that if any portion of this agreement is held to be invalid, the remaining portions of this agreement shall continue in full force and effect.

\_\_\_\_\_  
(Print name of Parent/Guardian)

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Date)

I certify that minor and I are in good health and have no physical condition that would prevent participation in the activities. Furthermore, I agree to use our personal medical insurance as the primary medical coverage payment if minor or I sustain an injury while attending or participating in the activities. 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’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 Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State in which the activities are conducted and that if any portion of this agreement is held to be invalid, the remaining portions of this agreement shall continue in full force and effect.

\_\_\_\_\_  
(Print name of Parent/Guardian)

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Date)