

WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELATING TO CORONAVIRUS/COVID-19

This is a legal and binding agreement that describes certain responsibilities not subject to waiver and permanently limits recovery from the released parties for injuries or losses you may sustain.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and, according to the CDC, is believed to predominantly spread via person-to-person contact but can also survive for a period of time on surfaces. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Further, to minimize the risk to others, the CDC directs that anyone who has coronavirus or has the symptoms of coronavirus is to quarantine.

Coral Springs Swim Club ("CSSC") and Swim Phish Inc ("SPI"), working with the City of Coral Springs, has put in place preventative measures to reduce the spread of COVID-19 while participating in CSSC / SPI activities, however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19 during or in such activities. (A copy of the CSSC Covid-19 Operational Plan is available on the CSSC website: www.csscswim.com) As with any interaction with other people at present, attending training sessions, swim practices, meetings, or other CSSC/SPI events ("CSSC/SPI activities") increases your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge that I understand the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 through participating in CSSC activities, including but not limited to swim practices and training sessions, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CSSC/ SPI employees, volunteers, and program participants and their families. I acknowledge and understand that 1) my child and I may come in contact with third parties while participating in CSSC activities (e.g., other swimmers, parents, volunteers) and 2) while CSSC/ SPI is taking the prescribed precautions to minimize the transmission of COVID-19, the facilities utilized for CSSC/ SPI activities are owned and operated by City of Coral Springs.

On my behalf, and on behalf of my child(ren), for an in consideration of being permitted to participate in CSSC/SPI activities, I hereby voluntarily and with full understanding and knowledge expressly and forever release, covenant not to sue, discharge, waive liability and hold harmless Coral Springs Swim Club, Swim Phish Inc, its administrators, officers, directors, trustees, agents, advisors, counselors, representatives, volunteers, and employees and their executors, administrators, heirs or assigns (the "Released Parties") of and from any and all claims, damages, liabilities, costs, expenses, causes of action, and demands of every kind, present or future, known or unknown, on account of coronavirus related injuries to me or my child(ren) caused in whole

or in part by the active or passive negligence, fault, act or omission of the Released Parties, arising out of or in connection with my or my child(ren)'s participation in CSSC/SPI activities. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or coronavirus-related injury that I or my child(ren) might sustain due to the intentional or negligent acts or omissions of any other person participating in a CSSC/SPI activity. I further understand, agree, and accept that the Released Parties are not responsible for the actions or inactions of third parties, and, as such, I understand and agree that the Released Parties shall have no liability and are discharged by me of any claims involving the actions or inactions of third parties that result in damage to me or my child(ren).

I hereby voluntarily and with full understanding and knowledge assume all coronavirus-related risks and dangers associated with my and child(ren)'s participation in CSSC/SPI activities, whether known or unknown, and accept sole responsibility for any injury to my child(ren) or myself, including, but not limited to, personal injury, disability, and death, illness, whether severe or mild, temporary or permanent, loss as a result of contact with the Released Parties or a third party, loss of personal property, loss from alteration, delay or cancellation of any CSSC/SPI activity or the overall CSSC/SPI program resulting from an act of nature or an unforeseen or uncontrollable disturbance or cause, including but not limited to government actions in connection with an epidemic. I agree to inform myself and my child(ren) about the potential dangers of COVID-19 and the precautions which should be taken.

I have considered and fully understand the coronavirus-related risks and dangers to my child(ren) and/or me from participation in CSSC/SPI activities and I fully understand and accept and assume all such risks and hereby EXPRESSLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES from any and all liability, claims, demands, injuries, losses or damages incurred by me or my child(ren) caused or alleged to have been caused in whole or in part by the RELEASED PARTIES' NEGLIGENCE, FAULT, ACTS OR OMISSIONS.

To protect the health and wellness of all employees, swimmers, parents and other members of CSSC/ SPI, I hereby certify and agree that neither I nor my child(ren) will participate or attend any CSSC/SPI event if suffering from COVID-19 or any of its symptoms. Additionally, my child(ren) and I hereby understand and agree to comply with all rules, regulations, and instructions of CSSC/SPI employees, including but not limited to social distancing and hygiene requirements. I and my child(ren) are fully aware and agree that continued or future participation in CSSC/SPI activities is dependent on full compliance with the rules, regulations, and instructions of CSSC/SPI employees. Further, I and my child(ren) understand and agree that at its sole discretion, CSSC/SPI may cancel or postpone activities or refuse to allow my child(ren) or me to participate, to comply with health and safety guidelines.

For any dispute arising hereunder, I waive the right to a jury trial and agree that the substantive laws of the state of Florida shall govern and that venue shall lie in the courts of Broward County, Florida. I agree that the foregoing obligations and agreements are freely and

knowingly entered and shall be binding. I expressly acknowledge and agree that the waiver language is intended to be as broad and inclusive as permitted under the laws of the State of Florida and that if any provision is held to be invalid, the balance shall, notwithstanding, continue in full force and effect.

Printed Name of Athlete: _____

Signature: _____ Date: _____

Signature of Athlete

Printed Name of Parent/Guardian: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if Athlete is under 18 years old