

USA Swimming Competitor Waiver and Release Form

(Duplicate as needed for each athlete.)

EACH COMPETITOR AND HIS/HER PARTENT OR GUARDIAN, IF APPLICABLE, MUST COMPLETE THIS WAIVER AND RELEASE FORM

In signing below, the athlete affirms to have read the entry form and agrees to abide by the conditions herein.

I verify the competition(s) in which I am entered and that I am a registered athlete according to the USA Swimming Rules and Regulations; that in consideration of acceptance of this entry, I, intending to be legally bound, do hereby for myself and my heirs, executors and administrators, waive, release, and forever discharge any and all rights and claims for damages which we or any of us may hereafter have against USA Swimming, Inc. ("USA Swimming"), the host team, the Local Swimming Committee ("LSC"), and/or their respective officers, agents, representatives, successors and/or assigns, for any and all damages which may be sustained or suffered by me in connection with, or entry in and/or arising out of my traveling to, participating in and returning from said competitions.

GENERAL ACKNOWLEDGEMENT & ACCEPTANCE

I hereby acknowledge that all information and signatures on this form are applicable to my participation in 2020-2021 USA Swimming competitions including, but not limited to: U.S., Open Swimming Championships, U.S. Nationals, U.S. Olympic Team Trials, Winter Water National, Junior National Championships, Winter National Championships, Futures Championships, and the TYR Pro Swim Series Meets ("Competitions"). I agree to abide by the regulations specified in this document and in the Rules and Regulations of USA Swimming for the management of conduct to the USA Swimming program.

OATH OF ELIGIBILITY

I declare that I am eligible and in good standing with regulations laid down by USA Swimming, the International Federation for Amateur Swimming ("FINA"), and the International Olympic Committee ("IOC"). I also declare I am not under suspension or disciplinary action imposed for use of illegal drugs or other athlete regulation infractions. I agree to sign additional documents to this effect when required to do so by USA Swimming or the local organizing committee.

DOPING

I understand that it is the duty of individual members of USA Swimming, including athletes, athlete support personnel, and other persons to comply with all anti-doping rules of the World Anti-Doping Agency ("WADA"), FINA, the United States Olympic and Paralympic Committee ("USOPC"), including the USOPC National Anti-Doping Policy, and the U.S. Anti-Doping Agency ("USADA"), including the USADA Protocol for Olympic and Paralympic Movement Testing ("USADA Protocol"), and all other policies and rules adopted by WADA, FINA, the USOPC and USADA.

I understand that it is the policy of USA Swimming to discourage and prevent the use of prohibited doping substances and prohibited doping methods. The WADA, FINA, USOPC and USADA Anti-Doping Rules are available on-line or from USA Swimming. I know that I should call the USADA Drug Reference Line (719-785-2000) to check the status of all medications and substances I am currently using, and to satisfy any questions or concerns that I may have about medications and prohibited substances and methods. I do not currently engage in, nor do I intend to use any prohibited substances and methods. I acknowledge that the use of prohibited substances or prohibited methods may subject me to disqualification and other sanctions imposed by USA Swimming, USADA, FINA, or the IOC.

DRUG TESTING

I understand that USADA will conduct drug testing on athletes during and outside of competition. By registering for competition, I hereby consent to and authorize USADA to test me for prohibited substances and prohibited methods at any time. I further acknowledge and agree that my refusal to participate in a drug test may subject me to disqualification and sanctions, the same as if I had tested positive for a prohibited substance. I hereby authorize USA Swimming to include the results of any drug testing of me in the published statistics for drug testing and to include my name in the list of athletes who have been drug tested, which USA Swimming publishes on its website. In the event I refuse to submit to a drug test or a drug test has a positive result, I recognize that I am subject to the adjudication processes established by the USADA and FINA, because of my refusal or positive test.

CONCUSSION INFORMATION

As may be required by state law, USA Swimming is providing a concussion and head injury information sheet. The USA Swimming Concussion Information Sheet (three pages) is attached to this waiver. I acknowledge that the information contained in the USA Swimming Concussion Information Sheet is not medical advice and is no substitute

for medical advice.

I acknowledge that I have received the USA Swimming Concussion Information Sheet. I also acknowledge that if I have any questions regarding the signs or symptoms of a concussion or other head injuries, the need to seek medical attention and the protocol for returning to daily activities, school and the swimming pool, I will consult with a licensed health care provider.

AUTHORIZATION AND EVENT PROMOTION

I agree to be filmed and photographed by the official photographer(s) and network(s) of USA Swimming under the conditions authorized by USA Swimming and give the event organizers the right to use my name, picture, likeness, and biographical information before, during or after the period of my participation in these Competitions to promote the competition in which I compete or to promote the success of the team on which I competed. I understand and agree not to use or authorize use of pictures of myself in the uniforms and equipment provided by USA Swimming for the purpose of trade, without the consent of USA Swimming. I agree not to use the medals or photos, portraits or films of me with the medals, which I receive from my performance in this competition, for the purpose of trade. Furthermore, it is agreed that I shall return these uniforms and equipment, bearing USA Swimming logos and marks, if and when requested.

AUTHORIZATION FOR MEDICAL SERVICES

I hereby give consent for USA Swimming to provide me with medical care and treatment and emergency medical services associated with participation in Competitions. Additionally, I hereby agree that, in the event I elect to obtain any of these services or treatments from any sources other than those provided or approved by USA Swimming, I shall accept full and complete responsibility. I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating as a member of the USA Swimming delegation at Competitions.

ASSUMPTION OF RISK OF SERIOUS INJURY

I certify that, to the best of my knowledge and belief, I am in good health and in proper physical condition for the anticipated conditions of the Competitions, and I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate. I understand and acknowledge the physical and mental rigors associated with open water swimming and realize that such events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand and acknowledge that I may be exposed to extreme conditions and circumstances; hazardous natural or manmade objects; and dangers arising from adverse weather conditions, imperfect course conditions, water hazards, inadequate safety measures, situations beyond the immediate control of the event organizers, and other undefined harm or damage which may not be readily foreseeable; and other presently unknown risks and dangers. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, illness, permanent disability, paralysis and death. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Competitions, or the acts, inaction or negligence of the released parties. I voluntarily and knowingly recognize, accept and assume these risks. I agree to be familiar with and abide by the rules and regulations established for the Competitions. I also accept sole responsibility for my own conduct and actions while participating in the Competitions.

RELEASE

The undersigned, parent(s), natural guardian(s), or legal guardian(s) of _____, does hereby represent he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above, as releasees, from all liability, loss, cost, claim, or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees behalf of both of the undersigned.

MISCELLANEOUS

The Waiver and Release Form shall be construed in accordance with and subject to the laws of the State of Colorado. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

Participant's Name (Please Print)

Participant's Signature

Date

(If Participant is under the age of majority in his/her home state, the parent(s) or guardian(s) must execute the following Waiver in addition to the above)

Team Name

This is to certify on this date that I, as parent/guardian of _____, participating in the Competitions, give my consent to USA Swimming and its medical representatives to obtain medical care from any licensed physician, hospital, or clinic for the above mentioned athlete for injury that could arise from activities in the Competitions. I further consent to the random drug testing of the above-mentioned athlete during the Competitions and for the twelve (12) month period following any competition, to the disclosure of test results, and to the other terms and conditions set forth in the paragraph above entitled DRUG TESTING.

Parent/Guardian Signature

Relationship

Parent/Guardian Name (please print)

Date

USA Swimming Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

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

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to participate in a USA Swimming event. Participating in the event is of such value to me and/or to my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate.

WAIVER OF LAWSUIT/LIABILITY: I, on behalf of myself, my heirs, assigns, and personal representatives, hereby forever release and waive my right to bring suit or any claim(s) against USA Swimming, Inc. and its officers, director, managers, officials, agents, employees or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participating in a USA Swimming event. I understand this waiver means I give up my right to bring any 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 I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW/SEVERABILITY: I understand and agree that the law of the State of Colorado will apply to this contract. I further acknowledge that THIS CONTRACT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this contract is held invalid, it is agreed that the balance the contract shall continue in full legal force and effect. That shall include modifying the contract to allow the remainder of claims to be waived and released in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____
Name (printed): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release on behalf of myself, my child, and our heirs, assigns, and personal representatives.

Signature: _____
Name (printed): _____

Date: _____

COVID 19 Entrance Questionnaire: If you answer "Yes" to any of these questions please notify the Gate Marshal:

- ☐ Within the last 14 days, have you come in close contact with someone who has been diagnosed with COVID-19?
- ☐ Is there someone in your home who has been told they may have COVID-19 and is currently in isolation?
- ☐ Have you been directed by a health care provider to quarantine or self-isolate? If so, when does/did your quarantine/self-isolation end?