



Covid-19 Assumption of Risk and Waiver of Liability

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely dangerous and is believed to be spread from person-to-person contact. 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. The Hershey Aquatic Club (HAC) has put in place preventative measures to reduce the spread of Covid-19; however, HAC cannot guarantee that you or your swimmer will not become infected with Covid-19. Further, attending HAC swim practices could increase your risk and your swimmer's risk of contracting Covid-19.

By swimming with HAC, I, as parent and/or legal guardian, acknowledge 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 by attending HAC swim practices and/or swim meets, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by Covid-19 at HAC swim practices and/or swim meets may result from the actions, omissions, or negligence of myself and others, including, but not limited to HAC employees, volunteers, other swimmers and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limit to, personal injury, disability and death), illness, damage, loss, claim liability, or expense, or any kind, that I or my child(ren), or other family members, may experience or incur in connection with my child's attendance at a HAC practice and/or swim meets, or participation in HAC programming ("Claims"). On my behalf, and on the behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless HAC, the Vista School, their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release and waiver includes any Claims based on the actions, omissions, or negligence of HAC, its employees, agents, and representatives, whether a Covid-19 infection occurs before, during or after participation in any HAC program.

I acknowledge and agree that I have read the policies and procedures that HAC has provided. I further agree that I and my swimmer and other family members will abide by those policies and procedures. I further agree that HAC may revise its procedures at any time based on updated recommended guidance and protocols issued by public health agencies, or the Vista School, and agree to comply with HAC's revised procedures prior to participating in any HAC practice and/or swim meets.

I further attest that I, and my swimmer(s), am not experiencing any symptoms such as fever, cough, shortness of breath, headache, new loss of taste or smell, nausea, vomiting, diarrhea, or any other symptoms of illness. If I, or my swimmer, develop any of these, or other symptoms, at a later time I agree that my swimmer will not participate in HAC programming and we will immediately notify HAC of the circumstances.

I HAVE CAREFULLY READ AND VOLUNTARILY AGREED TO THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I ALSO UNDERSTAND THAT THIS ASSUMPTION OF RISK AND WAIVER IS MADE ON BEHALF OF MY MINOR CHILDREN AND FAMILY MEMBERS.