

Current CDC Guidelines: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>

Waiver:

It is my intent as a swimmer competing in or attending Maine Swimming / USA Swimming sanctioned activities, while participating or attending during activities including any pre-game or post-game activities anywhere in the State of Maine that I am agreeable to the following:

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

An outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;

In consideration of having the opportunity to participate as either a team member, spectator, or competitor at any location in the State of Maine, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify Maine Swimming / USA Swimming and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

Photography/Media Release for livestreaming of events:

I hereby grant Maine Swimming, Inc and any Maine Swimming Club Member permission to use the attendee's, image, likeness and comments in Maine Swimming's materials for external and internal audiences. These materials include but are not limited to advertisements, brochures, news releases, newspapers, newsletters and websites.

I waive and release any and all claims against USA Swimming, Maine Swimming any Maine Swimming Club Member from any and all actions, causes of action, claims and demands, claims for costs, attorney fees, profits and compensation on account of, or in any way arising out of, the use of my child's name, image, likeness and comments in materials including but not limited to advertisements, brochures, news releases, newspapers, newsletters and websites.

USA SWIMMING DOCUMENT:

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.

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