

Condors Swim Club Liability Release and Indemnification Form

I, the undersigned participant and parent, request voluntary participation for a minor to participate in all events, which are hereinafter referred to as the "activities." sponsored by Condors Swim Team of Clarkstown, Inc., and/or Condors Aquatics, LLC, USA Swimming, and its local swimming committees. This agreement is valid whether or not the participant is a member of USA Swimming.

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

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Condors Swim Team of Clarkstown, Inc., Condors Aquatics, LLC, and USA Swimming and its local swimming committee and their members of its board of 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 Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, 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 I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of Parent/Guardian)

(Signature of Parent/Guardian)

(Date)

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child may be exposed to or infected by COVID-19, or other viral or bacterial infection while participating in any of the Events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I agree that if my child has a fever, cough, feels short of breath, has any other symptoms, has knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, my child will not attend an Event for at least two weeks after exposure or symptoms have subsided or if my child has returned from a highly impacted area. In addition, if I discover my child has been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify the coach or club administrator immediately.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if an accident or injury occurs. 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 Participant'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 Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Print name of Parent/Guardian)

(Signature of Parent/Guardian)

(Date)