

Student's name: _____

**Return to Swim School Safety Code of Conduct and Waiver for Brownell Talbot,
FLSwimming, Inc. and BT Swim School's
Assumption of Risk and Waiver of Liability associated with corona virus and COVID-19**

ACKNOWLEDGEMENT

In consideration for being permitted to participate in the programs at Brownell Talbot College Preparatory School, FLSwimming, Inc. and BT Swim School including, but not limited to, observation or use of facilities or equipment, or participation in any on or off-site program affiliated with Brownell Talbot, FLSwimming, Inc. and BT Swim School. I acknowledge that (a) novel corona virus ("COVID-19") infections have been confirmed throughout the United States including in Nebraska; (b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; and (c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

AGREEMENT TO ABIDE BY PROCEDURES/POLICIES

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the programs at the school, FLSwimming, Inc., BT Swim School, if I, he, she, or they: (i) experiences symptoms of COVID-19 including without limitation, fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste or smell (or any other symptom later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify Brownell Talbot, FLSwimming, Inc and BT Swim School immediately if I believe that any of the foregoing access/use restrictions may apply.

Brownell Talbot, FLSwimming, Inc and BT Swim School have taken and may in the future take certain steps to slow the transmission of COVID-19 including without limitation the access/use restrictions set forth above. I acknowledge and agree that the school, FLSwimming, Inc and BT Swim School may revise its procedures at any time and further agree to review and to comply with the school's, FLSwimming, Inc., and BT Swim School's revised procedures as a condition of participating in programs of the school, FLSwimming, Inc. and BT Swim School. I further acknowledge and agree that due to the nature of the facilities, services, and programs offered by the school, FLSwimming, Inc., and BT Swim School, social distancing of six feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 during school, FLSwimming, Inc and BT Swim School programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, school, FLSwimming, Inc., BT Swim School and facility employees, volunteers, and program participants and their families.

I fully understand and appreciate both the known and potential dangers of utilizing the programs of the school, FLSwimming, Inc. and BT Swim School, and entering any facilities where programming occurs and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN PROGRAMS OFFERED BY THE SCHOOL, FLSWIMMING, INC. AND BT SWIM SCHOOL AND ENTERING THESE FACILITIES AT WHICH THIS PROGRAMMING TAKES PLACE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE SCHOOL, FLSWIMMING., INC AND BT SWIM SCHOOL, I HEREBY AGREE TO THE FOLLOWING:

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with participating in school, FLSwimming, Inc and BT Swim School's programming (collectively, "Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless BROWNELL TALBOT COLLEGE PREPARATORY SCHOOL, FLSWIMMING, INC and BT SWIM SCHOOL, at this release includes all Claims based on the actions, omissions, or negligence of the school, FLSwimming, Inc, BT Swim School, its officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infection occurs before, during, or after participation in any school programs, FLSwimming, Inc and BT Swim School programs and all other Releases from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about school, FLSwimming, Inc, BT Swim School's premises or present for or participating in any program affiliated with the school, FLSwimming, Inc and BT Swim School specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the school, FLSwimming, Inc., and BT Swim School is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the school, FLSwimming, Inc and BT Swim School.

CONCLUSION AND AGREEMENT TO ALL TERMS

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Nebraska and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM THE SCHOOL, FLSWIMMING, INC., BT SWIM SCHOOL, ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE SCHOOL, FLSWIMMING, INC., BT SWIM SCHOOL, THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

ALL PARTICIPANTS AND PARENTS/GUARDIANS FOR STUDENTS MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATING IN SCHOOL, FLSWIMMING, INC., BT SWIM SCHOOL PROGRAMS.

*Student Participating Name: _____

*Parent/Guardian Name: _____

*Parent/Guardian Signature: _____

*Date: _____