

April 2022

Charles River Aquatics Consent and Release Agreement

I understand that the Program, held at the Albany Roads-Wellesley pools (d.b.a. Boston Sports Institute (BSI)), is run by _____. I further understand that Charles River Aquatics (CRA) does not own, control, or present the Program nor is CRA in any way responsible for the Program or the instruction, supervision or monitoring of me/my child(ren) while at Albany Roads-Wellesley.

I agree that to participate in the Program, I and/or my child(ren) will be required to observe certain standards of conduct and safety. I will review the Program's standards of conduct and those set forth in the Code of Conduct and Policies provided by CRA, and will comply. I will instruct my child(ren) to comply with these standards. I and/or my child(ren) will comply with all standards issued in writing at the commencement of the Program, and with those that may be issued, orally or in writing, from time to time at the discretion of the Program. I agree that the Program has the right to enforce these standards of behavior and may terminate my participation, or that of my child(ren), in the Program for any conduct which the Program considers to be incompatible with the interests, comfort and welfare of the instructor or the other Program participants.

I acknowledge that my participation and/or the participation of my child(ren), in the Program may involve risk of personal injury, including the risk of exposure to the SARS-CoV-2 virus, that which causes COVID-19. Due to the dynamic nature of the pandemic and the highly transmissible nature of the virus, Licensor cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. This Program and the expectations in the CRA COVID-19 Policy are subject to change at Licensor's sole discretion.

I understand that it is the intent of the Program and of CRA to ensure my safety and/or that of my child(ren). On behalf of myself, and/or my child(ren), I hereby assume all risks related to participation in the Program, including but not limited to possible exposure to the SARS-CoV-2 virus, that may lead to accident, illness, permanent disability, injury, or death, including personal, bodily or mental injury of any nature.

I hereby certify that I understand the nature and extent of the risks inherent in participation, and in the use of facilities, equipment or services in association with the Program.

I understand that participation in this Program is completely voluntary and I agree to assume all of the foregoing risks and accept sole responsibility for myself and/or my child(ren). It is my responsibility to ensure that I and/or my child(ren) participate only in activities for which I and/or my child(ren) possess appropriate skills, qualifications, training and physical

conditioning.

On behalf of myself and/or my child(ren), I hereby assume all risks related to participation in the Program. I further hereby, on behalf of myself, and/or my child(ren), and anyone claiming through myself and/or my child(ren), do FOREVER RELEASE Charles River Aquatics, Inc. (CRA), Albany Road-Wellesley, LLC, and the Town of Wellesley, MA, their respective trustees, officers, employees, volunteers, students, agents and assigns from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I, and/or my child(ren), or anyone claiming through myself and/or my child(ren), may now or in the future have against CRA, Albany Road-Wellesley, or the Town of Wellesley, MA, on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation and/or that of my child(ren) in the Program howsoever the injury is caused.

I acknowledge that I have read and that I understand all CRA Policies as stated on the CRA website and that I have read, understand, and agree to abide by all policies of Albany Road-Wellesley, d.b.a. the Boston Sports Institute (BSI,) and I have shared with my child(ren) these Policies.

I understand that this Program is not a medical or health care program. I have no expectation of any medical or health benefit to myself and/or my child(ren) from participation in the Program. I certify that I and/or my child(ren) am/is/are medically able to participate in the Program and am/is/are free from any communicable, infectious or contagious diseases. IN CASE OF EMERGENCY such as accident or injury, I give permission to the Program to provide assistance and to procure emergency medical care in the event that I or person(s) I designate cannot be reached.

By signing below, I certify, on behalf of myself and/or my child(ren) that I have read and understand the contents of this document. My signature is proof of consent and release for myself and/or my child(ren) to participate in this Program.

Signature (participant age 18+)_____

Printed Name (participant age 18+)_____

Date _____

Printed Name(s) Minor Participant(s) (under age 18)

Signature Parent/Guardian (participant under age 18) _____

Printed Name Parent/Guardian (participant under age 18) _____

Relationship to Participant _____

Date _____