

USA Swimming Waiver of Liability Relating to Coronavirus/COVID-19

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.

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

Signature: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release on behalf of myself, my child, and our heirs, assigns, and personal representatives.

Signature: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_