

## The Meadows Swim Club: WAIVER OF LIABILITY 2023

### Permission Form

This Agreement waives the liability of The Meadows Swim Club ("Swim Club") for any use of the services and facilities at the Swim Club, included but not limited to the swimming pool and grounds. A NON-PARENT CANNOT LEGALLY SIGN THIS WAIVER FOR OTHER PEOPLE'S CHILDREN. IT MUST BE SIGNED BY A PARENT/LEGAL GUARDIAN. PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the applicant signing below wish for myself and or my child(ren) listed on this application to utilize the services and facilities at the Swim Club, included but not limited to the swimming pool and grounds.
2. I hereby agree and acknowledge that I have reviewed the current Rules and Regulations in effect at the Swim Club.
3. I hereby agree that the use of the services and facilities at the Swim Club, included but not limited to the swimming pool and grounds, is at my and my child(ren)'s own risk. As a condition of my and my child(ren)s' use of such services and facilities at the Swim Club, included but not limited to the swimming pool and grounds, I, on behalf of myself, my heirs and assigns and on behalf of my child(ren) (and my child(ren)'s heirs and assigns) expressly agree to forever discharge, waive and release the Swim Club, its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Swim Club and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my child(ren) resulting from or connected with or caused by the use of the services and facilities at the Swim Club, included but not limited to the swimming pool and grounds. I further agree to defend, indemnify and hold harmless the Swim Club and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, losses and liabilities arising from, connected to, and/or arising from my and/or my child(ren)'s use of the services and facilities at the Swim Club, included but not limited to the swimming pool and grounds.
4. I declare and affirm that I and my child(dren) are in good medical and physical condition and use of the services and facilities at the Swim Club does not pose any danger to my or my child(ren)'s health. I further agree to abide by the rules and regulations of the Swim Club, as they now exist or may be amended in the discretion of the Swim Club.

**I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself and my child(ren) by signing below.**

## The Meadows Swim Club: RELEASE AND WAIVER OF LIABILITY 2023

### WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELATING TO CORONAVIRUS/COVID-19

**A PARENT OR LEGAL GUARDIAN MAY ONLY SIGN THIS WAIVER FOR THEIR OWN CHILDREN OR WARDS. THIS AGREEMENT MAY NOT BE SIGNED BY ANYONE OTHER THAN THE LEGAL GUARDIAN OF ANY MINORS LISTED HEREIN.**

The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, Federal, State and Local Governments and Federal and State Health Agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Meadows Swim Club has put in place preventative measures to reduce the spread of COVID-19; however, the Meadows Swim Club cannot guarantee that you will not become infected with COVID-19. Further, attending the Meadows Swim Club could increase your risk of contracting COVID-19. By signing this Agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to; or infected by COVID-19 by attending the Meadows Swim Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You furthermore understand that the risk of becoming exposed to or infected by COVID-19 at the Meadows Swim Club may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Meadows Swim Club employees and volunteers and agents.

I, therefore, voluntarily agree that the use of the services and facilities at the Swim Club, including but not limited to the swimming pools and grounds is at my and my child(ren)'s/ward(s)' **own risk** and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my attendance at the Meadows Swim Club. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Meadows Swim Club, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this Release includes any claims based on the actions, omissions, or negligence of the Meadows Swim Club, its employees, agents, and representative, whether a COVID-19 infection occurs before, during, or after participation in any Meadows Swim Club activity. **I hereby acknowledge that I have fully read and understand this document and sign below giving my consent to terms of this Waiver and Release for myself and my child(ren) by signing.**

## **Photo Release Agreement: The Meadows Swim Club 2023**

I grant permission and consent to the Meadows Swim Club for the use of photographs(s) from the 2023 as identified below for presentation under any legal condition, including but not limited to: publicity, copyright purposes, illustration, advertising, social media, and web content:

Description:

-General photos at the club during events and open swim times.

-General photos during swim team and or swim lessons.

-General photos at club events, such as parades or swim meets

Payment: I understand that there shall be no payment for this release.

Royalties: I understand that no royalty, fee, or other compensation shall Become payable to me by reason of such use.

Revocation: I understand that with my authorization the photographs from the 2023 season may never be revoked.

We understand and agree to the aforementioned terms and conditions by signing below.