

COVID LEAGUE OCTOBER BLASTOFF

WI2020

Waiver of Liability, Release, and Indemnity Agreement

“You and Your” refers to [check the appropriate selection]:

___ participant (if participant is 18 or older) ___ Participant Parent/Guardian (if participant is a minor)

_____ You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your family, including child(ren), may be exposed to or infected by COVID-19 while on site at the pool or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the pool or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the LAKE GENEVA YMCA SWIM TEAM and pool management company's employees, volunteers, and program participants and their families.

_____ You acknowledge, LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc., cannot prevent you (or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while participating in USA Swimming sanctioned events. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a USA Swimming sanctioned event, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

_____ You agree that you, or your child, are voluntarily participating in these activities, with knowledge of the risks associated with such activity.

_____ You acknowledge and agree that neither LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc., nor you will be liable to the others for any special, indirect, incidental or consequential damages arising out of this Agreement. Except as otherwise specifically set forth herein, LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc.'s total liability to you under or in connection to this Agreement shall not exceed the amounts paid or payable to LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc. according to this agreement; Any action against LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc. arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed not later than three (3) months after the cause of action has accrued.

_____ You agree that should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force

_____ By signing below, you understand and agree to the terms stated above. You understand the risks associated with **Swimming Competition**. **IN ADDITION, BY SIGNING BELOW, YOU RELEASE LAKE GENEVA YMCA SWIM TEAM, WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC. FROM ANY AND ALL LIABILITY FOR ANY INJURY OR DAMAGE THAT MAY ARISE FROM, BUT NOT LIMITED TO, YOUR PARTICIPATION IN (A) ANY ACTIVITY, CLASS, PROGRAM, PERSONAL TRAINING OR INSTRUCTION, (B) THE SUDDEN AND UNFORESEEN INJURIES ARISING OUT OF YOUR IMMEDIATE SURROUNDINGS, (C) OUR INSTRUCTION, TRAINING, OR SUPERVISION. THE FOREGOING UNDERSTOOD, YOU, YOUR HEIRS, ASSIGNS, AND YOUR PERSONAL REPRESENTATIVE HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST LAKE GENEVA YMCA SWIM TEAM, WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC., ITS OWNERS, OFFICERS AND EMPLOYEES, CONTRACTORS, AND ANY OTHER PARTIES CONNECTED TO THE SERVICES IN ANY WAY (“RELEASEES”) SINGULARLY OR COLLECTIVELY, AND FURTHER HOLD HARMLESS AND INDEMNIFY SUCH RELEASEES FROM AND AGAINST ANY LIABILITY, CLAIMS OF NEGLIGENCE, MISADVENTURE, HARM, LOSS, INCONVENIENCE OR DAMAGE HEREBY SUFFERED OR SUSTAINED AS A RESULT OF YOUR PARTICIPATION IN THE SERVICES, OR ANY OTHER SERVICES OR ACTIVITIES OFFERED BY RELEASEES. THE FOREGOING NOTWITHSTANDING, THIS IS NOT A RELEASE AND WAIVER OF INTENTIONAL OR RECKLESS ACTS OF RELEASEES. SUCH RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY SHALL APPLY TO YOUR OWN CLAIMS AND/OR CLAIMS OF THIRD PARTIES, RELATING TO MY PARTICIPATION IN THE SERVICES.**

YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. YOU HAVE HAD THE OPPORTUNITY TO BARGAIN WITH LAKE GENEVA YMCA SWIM TEAM, WISCONSIN SWIMMING, INC., AND USA SWIMMING, INC. WITH ADEQUATE INSURANCE OR AN ADEQUATE CASH DEPOSIT TO NOT HAVE TO AGREE TO THE WAIVERS OR RELEASES OF LIABILITY OR INDEMNIFICATION PROVISIONS SET FORTH HEREIN. YOU UNDERSTAND THAT YOU HAVE WAIVED AND SURRENDERED VALUABLE LEGAL RIGHTS. YOU HAVE SIGNED THIS WAIVER VOLUNTARILY; AFTER DUE NEGOTIATIONS, IN EXCHANGE FOR THE CONSIDERATION DESCRIBED ABOVE.

This Agreement and its terms bond a relationship between LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc. and yourself. Each time you participate in these activities, you affirm the terms of this Agreement and agree to indemnify and hold [LAKE GENEVA YMCA SWIM TEAM, Wisconsin Swimming, Inc., and USA Swimming, Inc. and its employees harmless from all liability and claims, as stated above.

The Services are provided under this Agreement by LAKE GENEVA YMCA SWIM TEAM, through sanction by Wisconsin Swimming, Inc., and USA Swimming, Inc.

Participant or Parent/Guardian Signature: _____

Date: _____

Participant or Parent/Guardian Name (print): _____

Participant or Parent/Guardian Phone Number: _____