

**Newport Hills Community Association (NHCA)
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT REGARDING
COVID-19 AND OTHER COMMUNICABLE DISEASES**

IN CONSIDERATION of my swimmer's participation in Newport Hills Community Association, ("NHCA"), programming, training, and related events and activities ("Sanctioned Activities"), I acknowledge, understand, appreciate, and agree that:

1. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. Participation is voluntary. If you believe the environment is unsafe, or you or your swimmer are at heightened risk, you may refrain from participation until you believe it to be safe to do so.
3. If your swimmer, or anyone in your household is experiencing symptoms of COVID-19, they will refrain from participation until safe to do so. If your swimmer experiences any symptoms of COVID-19, you will report the symptoms immediately to the NHCA employees and your physician.
4. You will ensure that your swimmer properly washes their hands, and any equipment they may personally use, prior to, and following, any participation.
5. You are responsible for the conduct of your swimmer at all times, including your swimmer's participation with NHCA, NHCA, is not the guarantor or enforcer of your swimmer's conduct, and you agree you will have briefed and informed your swimmer on NHCA COVID-19 Protocols and Guidelines and standards put forth by the NHCA, and government officials, regarding procedures that will be practiced on deck and in the pool. You understand that you are solely responsible for the conduct and actions of your swimmer. This includes strict adherence to coaching instructions. Swimmers who do not follow instruction, will be asked to immediately leave the venue, and may not be invited back until assurance can be provided that the swimmer will adhere to all NHCA and government requirements.

INITIALS

6. During the initial phases of return to swim, you understand and agree, that swimmers may not carpool outside of their own family group, must bring their own water supply, possess their own sanitizer, wear masks in compliance with local guidelines, and will socially distance from other swimmers. You understand that you will also be responsible for washing your swimmer's equipment and clothing prior to attending each training session. While the NHCA coaches will also be in possession of sanitizers and may use these during training, you understand that masks and sanitizers may only help to lessen the possibility of transmission of the COVID-19 virus, and you understand that these do not prevent contraction of the virus.

7. You understand and agree, that during the initial phases of return to swim, you will be prompt in dropping off and picking up your swimmer from training, at locations designated by the NHCA.

8. You understand and agree, that you will not be permitted to congregate in parking lots, or in other areas, with other parents, and will socially distance and adhere to health requirements at all times related to your swimmer's participation with NHCA.

9. You understand that insurance provided by NHCA, or other licensing bodies, does not cover for the risk or contraction of a communicable disease, including but not limited to, COVID-19.

10. You understand that failure to adhere to any of these provisions, or any other rule(s) set forth by the Club, City, County, State, Federal Government, or licensing bodies, will be immediate grounds upon which the NHCA may suspend your swimmer.

11. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you/and or your swimmer may be exposed to or infected by COVID-19 by attending NHCA, Sanctioned Activities 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 NHCA, Sanctioned Activities may result from the actions, omissions, or negligence of you/your swimmer and others, including, but not limited to NHCA employees, independent contractors, volunteers, and program participants and their families.

12. You agree to comply with the Newport Hills Community Association and USA swimming's COVID-19 Protocols and Guidelines and if you/your swimmer observes a violation of said protocols, you will remove yourself/your swimmer from participation and bring such violation to the attention of the nearest official immediately.

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I HAVE THE LEGAL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF MY SWIMMER. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO COVID-19 AND MY SWIMMER'S PARTICIPATION WITH NHCA, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF NHCA, or others, and assume full responsibility for my swimmer's actions and participation; and, I, for myself and on behalf of my swimmer, swimmer's other parent, family members, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS, NHCA,, its directors and officers, officials, agents, independent contractors, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the event (Collectively "Releases"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify RELEASEES for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in Sanctioned Activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Home Owner (renter) or swimmer/participant: _____

Name of parent or legal guardian. If applicable (printed): _____

Signature of renter of Parent or Legal Guardian: _____

Date signed: . _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____