



LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the “activities.” sponsored by the JH Stingrays Swim Team and USA Swimming and its local swimming committees. This agreement is valid while the participant is a member of USA Swimming and the JH Stingrays.

I consent to my/minor’s participation in the activities and acknowledge that the minor and I fully understand my/minor’s participation may involve risk of serious injury or death, including losses which may result not only from my/minor’s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before any activities begins.

Release – Parents’/Guardians’ Rights: In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor’s personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)



Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant’s participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK SPECIFICALLY RELATING TO COVID-19 AND RELEASE, WAIVER, AND INDEMNIFICATION OF LIABILITY RELATING TO COVID-19 EXPOSURE:

In addition to the Release and Indemnification above for participating in JH Stingrays as stated and agreed to above, we (which is defined as the Participant and the parent/legal guardian(s) for themselves and for and on behalf of their participating minor child) additionally and expressly realize there is an inherent risk of illness, injury, damage, death or other loss to the Participant resulting from the Participant’s possible exposure to communicable disease(s) including, but not limited to, the virus commonly known as “Coronavirus 2 (SARS-CoV-2)” or “COVID-19” and/or any mutation or variation thereof. We give permission for the Participant to participate in the JH Stingrays, or other activities sponsored by JH Stingrays, and knowingly and willingly agree to assume all such Risks resulting from the Participant’s exposure to, or contracting of, COVID-19 while participating in the JH Stingrays. The Participant affirms that he/she has not been diagnosed with, demonstrated any symptoms of, or has in any way been exposed to any communicable diseases (including but not limited to COVID-19) within the past thirty days prior to participating in the Activity. **RELEASE, WAIVER, AND INDEMNIFICATION OF LIABILITY:** We (the Participant and the Parent(s)/Legal Guardian(s)), for themselves and for and on behalf of their participating minor child, hereby agree as follows: 1) to release, hold harmless, and agree not to sue the JH Stingrays or USA Swimming, together with its board members, officers, administrators, employees, volunteers, agents, affiliates, representatives, successors and assigns (collectively the “Releasees”), with respect to any and all claims, liabilities, losses, demands, damages, causes of action, suits, or expenses (including attorneys’ fees and costs) (hereafter collectively “Claims”) for any illness, injury, damage, death or other loss in any way related to, or arising from, the Participant’s exposure to, or contracting of, COVID-19 while participating in the JH Stingrays.



(Print name of Parent/Guardian)

(Signature of Parent/Guardian)

(Date)

(Print name of minor)

(Signature of minor)

(Date)