

Assumption of Risk & 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 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.

KickSmart Swimming (“KSS”) has put in place preventative measures to reduce the spread of COVID-19; however, KSS **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending KSS could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending KSS programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at KSS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KSS employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and/or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at KSS or participation in KSS programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless KSS, 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 KSS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KSS program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of KSS Participant(s)