

**PRECAUTIONARY CORONAVIRUS DISEASE (COVID-19) PANDEMIC
WAIVER AND RELEASE OF LIABILITY**

Due to the coronavirus disease (COVID-19) pandemic, the Buckeye Swim Club is taking extra precautionary measures with the intake of each participant and his/her parent or guardian based on practices recommended by public health officials and related organizations. With that in mind, please read this carefully before accepting.

THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING AND ACCEPTING THE FOLLOWING:

- I am the parent or guardian of one (1) or more participants (each a “**Participant**”) who will be enrolled in swimming provided by Buckeye Swim Club.
- I, individually and on behalf of each Participant and any other person who may accompany any Participant to a Buckeye practice, consent to having our temperatures taken by a representative of Buckeye upon entering any Buckeye practice and to any other precautionary measures taken by Buckeye in striving to reduce potential exposure to COVID-19.
- I, individually and on behalf of each Participant and any other person who may accompany Participant to a Buckeye practice, acknowledge and understand that Buckeye and its representatives cannot guarantee that any precautionary measures taken by Buckeye will fully protect anyone from being exposed to and/or contracting COVID-19 or any other contagion.
- I understand the symptoms of COVID-19 include, but are not limited to:
 - Cough, shortness of breath or difficult breathing, fever, chills, repeated shaking with chills, muscle pain, headaches, sore throat and new loss of taste or smell.
- I affirm that I, each Participant, and all household members do not currently have any of the above symptoms and have not experienced any of the above symptoms within the last fourteen (14) days. In the event that I, any Participant, or any of our household members experiences any of the above symptoms after I sign this release, I agree that none of us will enter any Buckeye practice until fourteen (14) days have elapsed since such person has experienced such symptom(s).
- I affirm that I, each Participant, and all of our household members have not been diagnosed with COVID-19 within the last thirty (30) days and have not been knowingly exposed to anyone diagnosed with COVID-19 within the last thirty (30) days. In the event that I, any Participant, or any of our household members is diagnosed with COVID-19 or is knowingly exposed to anyone diagnosed with COVID-19 after I sign this release, I agree that none of us will enter any Buckeye practice until cleared by a licensed physician.
- I affirm that I, any Participant, and all household members have not traveled outside of the United States, or to any location outside of our city of residence that is or has been

considered a “hot spot” for COVID-19 infections within the last fourteen (14) days. In the event that I, any Participant, or any of our household members travels to any such location after I sign this release, I agree that none of us will enter any Buckeye practice until fourteen (14) days have elapsed since such person(s) traveled to such location.

Accordingly, I, individually and on behalf of each Participant, agree to each statement above and I also hereby waive, release, indemnify, and forever hold harmless Buckeye Swim Club and affiliates (including parents), and their respective owner(s), directors, officers, agents, employees, representatives, successors and assigns, administrators, and executors, as well as any practice at which any Buckeye program is conducted and each of their respective owner(s), directors, officers, agents, employees, representatives, successors and assigns, administrators, and executors (collectively, the “**Released Parties**”) from all liabilities and claims for any injuries, losses, death, damages, or costs (including reasonable attorneys’ and experts’ fees) to myself, any Participant, my spouse, child, guests, unborn child(ren), or relatives which arise out of or are incident to any Participant’s participation in any activities relating to the practices provided by any Buckeye program or my attendance at any activities relating to the swimming provided by any Buckeye program, including those caused by any negligent act or omission by any of the Released Parties, by anyone at or using any practice at which any Buckeye program is conducted, or as a result of a defective product. This provision will apply to ordinary acts of negligence but will not apply to gross acts/omissions of negligence, willful, or wanton acts/omissions, or those of an intentional/criminal nature.

X

Signature

Parent or Guardian Name: _____ Date: _____

Participants: _____