

Addendum to Waterworks Aquatics Waiver/Release of Liability

COVID-19 and COMMUNICABLE DISEASE

In 2019 the Coronavirus (COVID-19) spread around the world with cases in California and Orange County. The World Health Organization, the CDC and other medical entities indicate that COVID-19 is spread person to person primarily through close contact. One can also become infected by touching a surface that has the virus on it and then touching their mouth, nose or eyes.

Initial _____

We Can Minimize But Not Eliminate the Risk

Waterworks Aquatics has established and implemented preventative measures to reduce the risk of spread of COVID-19 in our facility; however, we cannot guarantee that you or your child(ren) will not become infected with COVID-19 while participating in activities at Waterworks Aquatics or while being present in our facility.

I understand, acknowledge, and agree that my child's participation in activities and our presence at Waterworks Aquatics may result in possible exposure to and illness from infectious disease, including but not limited to COVID-19. While implementation and practice of certain guidelines and personal discipline may reduce this risk, I understand and acknowledge that the risk, which could include but is not limited to quarantine requirements, serious illness, disability and/or death, does exist. I knowingly and freely assume all such risks, both known and unknown, even arising from negligence of Waterworks Aquatics or others' presence in the facility and assume full responsibility for my child's participation and our exposure.

Initial _____

Direct Physical Contact Could Increase Risk

In consideration of being permitted to participate in activities and programs at Waterworks Aquatics and to be present in the facility, I understand, acknowledge and agree that even with efforts to modify programming to encourage social distancing where possible, much of the work done and services rendered at Waterworks Aquatics inherently, necessarily and/or unavoidably involve direct physical contact with students. I understand, acknowledge and agree that direct physical contact could increase my risk and my child's/children's risk of contracting COVID-19.

Initial _____

My Responsibility

In consideration of being permitted to participate in activities and programs at Waterworks Aquatics and to be present in the facility, I agree, represent and warrant that neither I nor my participating child(ren) shall participate in activities or be present in the facility within the time period the CDC states from exposure to any person who has a suspected or confirmed case of COVID-19; and that neither I nor my participating child(ren) shall participate in activities or be present in the facility if we are experiencing symptoms of COVID-19 including but not limited to: fever, cough, shortness of breath, chills, new loss of taste and/or headache.

Initial _____

Waiver, Release, Discharge and Covenant Not to Sue

I hereby waive my rights against, release, discharge and covenant not to sue Waterworks Aquatics, its owners, employees and agents from all liability to me or my participating child(ren) and our personal representatives, heirs and next of kin, for any property damage, injury, or illness or death suffered by me or my participating child(ren) or any person who may contract COVID-19 directly or indirectly from me or my participating child(ren) whether caused by negligence, active or passive, of Waterworks Aquatics or

otherwise while my child(ren) is/are participating in activities at Waterworks Aquatics and/or while we are present in the Waterworks Aquatics facility.

Initial _____

Agreement to Indemnify, Save and Hold Harmless

I agree to indemnify, save and hold harmless Waterworks Aquatics, its owners, employees and/or agents from any loss, liability, damages or costs I or my participating child(ren) may incur whether caused by the negligence, active or passive, of Waterworks Aquatics as a result of my child's/children's participation in activities at Waterworks Aquatics or our presence in the Waterworks Aquatics facility.

Initial _____

Assumption of Risk

I agree and acknowledge that use of the Waterworks Aquatics facilities and services and participation in Waterworks Aquatics activities or programs may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. I assume full responsibility for and risk of illness, bodily injury, death or property damage to me and to my participating child(ren) due to the negligence, active or passive, of Waterworks Aquatics, its owners, employees and/or agents while participating in Waterworks Aquatics activities or programs or while being present at the Waterworks Aquatics facility.

I acknowledge that any illness or injuries that I or my participating child(ren) contract or sustain may be compounded by negligent first aid or emergency response of providers and waive any claim of causation linked to Waterworks Aquatics, its owners, employees and/or agents, in respect thereof.

I agree that this Addendum and the Waiver, Release, Disclaimer, Covenant Not to Sue, Indemnification, Save and Hold Harmless and Assumption of the Risk contained herein, is/are intended to be as broad and inclusive as permitted by the State of California and that if any portion is held invalid, the balance shall continue in full force and effect.

I have carefully read and voluntarily sign the above Addendum and in doing so am aware that I am giving up valuable legal rights including the right to recover damages from Waterworks Aquatics in case of illness, injury, death or property loss, including for the exposure to COVID-19. I understand that this document is a promise not to sue and a release of and indemnification for all claims. In signing on behalf of my minor child(ren) and/or legal ward(s) I represent and warrant to Waterworks Aquatics that I have full authority to sign this agreement on behalf of such minors.

Contact Name: _____
Swimmer(s) Name(s): _____
Relationship to Swimmer(s): _____
Signature: _____
Date: _____