

**The Valley Swim Club of Colorado Springs, Colorado, Inc.
Consent and Release**

On behalf of myself and my family members listed below, I hereby request that each member of my family be permitted to participate in activities of The Valley Swim Club of Colorado Springs, Colorado, Inc. of Colorado Springs ("**Valley Swim Club**").

Name	Email	Preferred Phone Number
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Spouse's Name	Email	Preferred Phone Number
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Address	City	Zip Code
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Child's Name	Email	Birthdate	School Grade
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Child's Name	Email	Birthdate	School Grade
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Child's Name	Email	Birthdate	School Grade
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Child's Name	Email	Birthdate	School Grade
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Local Emergency Contact (in case parents / guardians cannot be reached):

Name	Relationship	Phone number(s)
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Do any of the persons listed above have medical conditions we should be aware of, including heart condition, diabetes, asthma, epilepsy?

Allergies (insect stings, medications, foods, etc.):

Medical Insurance:

Company: _____ Policy Number: _____

Liability Release. I agree to assume and accept, on behalf of myself, each family member listed above and any guest I bring (“My Family”), all risks and hazards of activities conducted by, on property of, or affiliated with Valley Swim Club, including swimming and pool use, on-site programs, recreational and sport activities, and transportation to and from such activities (“**Swim Club Activities**”). I understand that participation in Swim Club Activities may result in injury to myself or members of My Family, possibly including serious personal injury, permanent disability, or even death. I understand that participation by My Family members in Swim Club Activities is a privilege and that execution of this document is required by Valley Swim Club as a condition for participating in any Swim Club Activities. I agree that I will not hold liable Valley Swim Club, its officers, employees, members, or volunteers, (together, “**Released Parties**”), for any damages, losses, or injuries to any members of My Family. I release and indemnify the Released Parties from any medical expenses, claims, losses, damages, or injuries (together “**Claims**”) which any of My Family members may incur related to Swim Club Activities, whether such Claims were foreseeable or unforeseeable, or caused by negligence of any of the Released Parties or other participants.

Consent for Medical Treatment. If any of my children is injured or becomes ill while participating in a Swim Club Activity, an employee or volunteer of Valley Swim Club will use the contact information on this form to attempt to contact me. If such efforts to contact me are not successful, I hereby give consent to any medical treatment for my children which is deemed appropriate by an employee or volunteer of Valley Swim Club. This consent includes authorization of disclosure of protected health information concerning my children under the Health Insurance Portability and Accountability Act (45 C.F.R Part 164). I release the Released Parties from responsibility for any medical care arranged for or deemed necessary for my children, including releasing the Released Parties from responsibility for failure to provide necessary medical care. I will be responsible for all medical costs incurred for medical care provided to each of My Family members, including medical care provided pursuant to this paragraph, including costs of hospitalization, surgery, transportation, and emergency room or urgent care facility care.

Rules and Expected Conduct. I understand that each of My Family members will be expected to obey all rules of Valley Swim Club and to follow instructions of Valley Swim Club employees and volunteer leaders. If any of My Family members does not follow all rules associated with Swim Club Activities, I will arrange for My Family to be transported home at my expense.

Use of Identifying Information. I hereby grant Valley Swim Club permission to use mine and my family member’s likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, newsletters and social media platforms without payment or other consideration.

Confirmation of Information and Consent. I hereby represent that: a.) I am a custodial parent or guardian of all minor children named above, with authority to make the representations and releases from liability set forth herein, b.) I consent to each of My Family members participating in Swim Club Activities, and c.) all statements made in this form are true and correct.

_____ Date: _____

WAIVER AND RELEASE FORM – COVID 19

VALLEY SWIM CLUB (May 18, 2020)

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I understand the use of the Valley Swim Club involves the danger of encountering both known and unknown hazards and risk which could result in injury, paralysis, death, illness and disease, physical or mental damage to myself, to my property, or to other third-parties. I hereby accept and assume all risk and dangers and all responsibility for any and all losses and / or damages, whether caused in whole or in part by the negligence of the Valley Swim Club, Owners, and/or staff. I understand specifically that COVID-19 is spread by contact with others. I agree to keep my social distance from other pool members. I understand it is my responsibility to keep my social distance from others and to be safe and follow the guidelines set forth by the Governor and medical experts.

WAIVER AND RELEASE OF LIABILITY: By signing below, I acknowledge that I am aware of the dangers, and even so, I do hereby, on behalf of myself, my personal representatives and my heirs, voluntarily agree to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY Valley Swim Club and staff from any and all claims, actions of losses for bodily injury, property, wrongful death, loss of services otherwise which may arise out of my use of the pool or my participation in any activities thereon. I specifically understand that I am releasing, discharging, and waiving any claims or actions (right to a law suit) that I may have presently or in the future for the negligent acts or other conduct by the Valley Swim Club, Owners and/or staff. This document shall be binding on myself, my heirs, executors, administrators, and assigns. I further understand that COVID-19 is spread by contact with others. I agree to keep my social distance from other pool members. I understand it is my responsibility to keep my social distance from others and to be safe and follow the guidelines set forth by the Governor and medical experts. I specifically understand that I am releasing, discharging, and waiving any claims or actions (right to a law suit) that I may have presently or in the future for any injuries or illness that could occur by contracting COVID-19 during my visits to the Valley Swim Club.

INDEMNIFICATION AGREEMENT: For and in consideration of being permitted to use the Valley Swim Club, I agree to this WAIVER, RELEASE, AND INDEMNIFICATION; the undersigned joins in this WAIVER AND RELEASE and stipulates and agrees to HOLD HARMLESS, INDEMNIFY, Valley Swim Club and STAFF from and against any and all claims, actions, demands, expenses, liabilities, injuries and/or damages from contracting COVID 19, and NEGLIGENCE made or brought by the undersigned or by anyone on behalf of the undersigned, as a result of the

undersigned's use of the Valley Swim Club. Moreover, if the undersigned brings forth a cause of action in violation of this agreement the undersigned agrees to the arbiter of Valley Swim Club's choosing and agree to attorney fees if I do not prevail.

RELEASE: In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns do hereby release Valley Swim Club and staff from any liability and waive any claim from damages arising from any cause whatsoever.

SURVIVABILITY: If any portion of this contract for use, release of liability and waiver is held invalid, it is agreed that the remainder shall notwithstanding, continue in full legal force and effect.

By signing this form, I have agreed with the Valley Swim Club as to the Risks of COVID-19 and take responsibility of those risks, and I have read the entire document, understand it completely and agree to be bound to its terms. I have read, understand, and agree to abide by the attached rules and regulations of Valley Swim Club.

Date(s): _____

Participant Signature: _____

Participant Name: _____