

SPLASH SWIM SCHOOL, INC.
WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19



Child's Name(s): _____

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore unknowingly spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Splash Swim School, Inc. ("Splash") cannot prevent you and/or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing Splash's services or premises. Therefore, if you choose to utilize Splash's services and/or enter into Splash's premises, you and/or your child(ren) may be exposing yourselves to and/or increasing your risk of contracting or spreading COVID-19.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Splash's services and enter Splash's premises.

As consideration for being permitted by Splash to participate in swim lessons and use Splash's premises, I hereby, on behalf of myself and the Child, irrevocably and unconditionally release, waive, relinquish, and discharge from liability and covenant not to make a claim against, sue, or attach the property of: (i) Splash, and/or its successors or assigns; and (ii) Splash's officers, directors, shareholders, employees, or agents, and/or their successors and assigns ((i) and (ii) shall be referred to as the "Released Parties"), from any and all claims, demands, rights, actions, suits, causes of actions, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of any exposure, infection and/or spread of COVID-19 relating to Splash's services and/or premises, to the maximum extent allowed by law.

I agree to indemnify the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this Agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this Agreement shall be binding on my, and the Child's successors and/or assigns.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I am the parent or legal guardian of the child(ren) named above.

Signature of Parent or Guardian: _____

Printed Name: _____

Date: _____