

ASSUMPTION OF THE RISK AND 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 dangerous and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed.

Five Parks Piranhas (FPP) has put into place preventative measures to reduce the spread of COVID-19. However, it is understood that FPP cannot guarantee that I and/or my child(ren) will not come into contact with or become infected with coronavirus. The mere physical presence at FPP activities could increase my risk and my child(ren)'s risk of contracting the disease.

Notwithstanding the risk of infection, I, on behalf of myself and my minor child(ren), wish to voluntarily participate in activities offered by FPP. These include practices and other training, swim meets, team activities, social events and possibly travel to other facilities not under the control of FPP for swim meets.

In consideration of being allowed to participate in any way in FPP programs, and related events and activities, I, and/or the minor child(ren) state as follows:

1. It is FPP's policy that swimmers should wear face masks while on the premises, in keeping with recommendations by the Colorado Department of Health and Environment, and any local health department. These recommendations can be reviewed online at www.colorado.gov/cdphe.org. However, I understand that I may make my own personal decision for myself and my child regarding the use of masks. If I elect not to wear a mask and/or to allow my child not to wear a mask, I assume all associated risks.
2. I understand that although FPP has taken precautions to provide proper organization, supervision, instruction, and equipment for the services being offered, it is impossible for FPP to guarantee absolute safety from infection by the coronavirus. Also, I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make the coaching or administrative staff aware in writing of any questions or concerns regarding my understanding of safety standards, guidelines, procedures, and my ability to participate at any point during any activity. I will also take steps to ensure the health of my child(ren) before the child participates in any sports activity.
3. I assume all the foregoing risks and accept personal responsibility for any damages due to COVID19 illness, including permanent disability, death, damage, monetary 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 participation at FPP. On my behalf, and on behalf of my child(ren), I hereby release FPP, its agents, coaches, chaperones, representatives, board members and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with an FPP activity as set forth in this Waiver.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

Signature of Parent/Guardian: _____

Print Name of Parent/Guardian: _____

PRINT THE NAME OF THE MINOR CHILD FOR WHOM YOU ARE SIGNING THIS WAIVER AND RELEASE: _____