

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in the 2021 Summer Swim Season with the West Houston Aquatic League (“WHAle”) and related events and activities, the undersigned, on behalf of himself/herself and his/her spouse and child/ward, as applicable, acknowledges, appreciates, and agrees that:

- 1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
- 2) I/WE KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for our participation.
- 3) I/We willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I/we observe and any unusual or significant hazard during our presence or participation, I/we will remove ourselves from participation and bring such to the attention of the nearest official immediately.
- 4) I, for myself, my spouse and child/ward and on behalf of our heirs, assigns, personal representatives and next of kin, as applicable, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WHALe, its member teams, and its and their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5) I agree that I will not, and, if applicable, I will not allow my child/ward to, participate in any WHALe activity if I/my child/ward:
  - a) experience any of the following symptoms of COVID-19 in the 24-hour period immediately preceding such WHALe activity:
    - Cough;
    - Shortness of breath; or
    - Difficulty breathing; or
  - b) experience any 2 of the following symptoms of COVID-19 in the 24-hour period immediately preceding such WHALe activity:
    - Fever;
    - Chills;
    - Repeated shaking with chills;
    - Unusual muscle pain;
    - Headache;
    - Sore throat;
    - Nausea;

- Vomiting;
  - Diarrhea; or
  - Loss of taste or smell; or
- c) experience a fever over 100 degrees Fahrenheit within the three-day period immediately preceding such WHALe activity; or
- d) unless fully vaccinated for COVID-19, have been in contact with anyone currently experiencing symptoms of COVID-19 or if someone within the same household is currently positive for COVID-19 in the three-day period immediately preceding such WHALe activity; or
- e) is current positive for COVID-19.
- 6) I have read and explained the provisions in this waiver/release to my spouse and child/ward, if applicable, including the risks of presence and participation and my/his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, if applicable, my spouse and child/ward understand and accept these risks and responsibilities.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant(s): 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_  
 6. \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_