

Adult Lap Swim Waiver

Vigo County Aquatic Center Waiver to Swim

Parties to this Waiver and Release

Swim Club Facilities: Vigo County Aquatic Center

Club Participant Names:

Parents / Legal Guardians of Participants:

Each Participant over the age of 17, and the Legal Guardians of all Participants, must sign this form prior to using any Facilities or participating in any swimming activities, including but not limited to any practices, pre-meet, competition or post-meet activities (collectively, the "Activities").

COVID-19 Inherent Dangers

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease ("COVID-19") and/or any mutation or variation thereof.

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between people using the Facilities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on those surfaces. I also understand that there is a risk of contracting COVID-19 by using the Facilities. Although it is believed that COVID-19 cannot be contracted through water in a swimming pool, I understand that the Swim Club makes no representations or warranties that I will not contract COVID-19 swimming in the pool or that the chemicals treating the pool will protect me from contracting COVID-19.

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Swim Club does not owe me a legal duty to take any action on my behalf.

Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the Facilities. I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the Facilities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children or any guests who accompany me, as a result of using the Facilities.

Waiver, Release and Indemnification

In consideration of being able to use the Facilities and participate in the Activities during this time of the threat of COVID-19, I, for myself, the Participants, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Terre Haute Torpedoes, the Vigo County School Corporation, its directors, officers, employees, managing agents, volunteers, coaches and pool contractors (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the Facilities, participation in the Activities or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Facilities or participation in the Activities.

PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18)

The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child's use of the Facilities and participation in the Activities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released

Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of use of the Facilities or participation in the Activities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Facilities or participation in the Activities.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASES PARTIES FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I certify that I have reviewed the contents of this waiver and release with my children / all Participants.

Signature: _____

Date: _____

URL: <http://metadot.vigoschools.org/metadot/index.pl?iid=120306>
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