

TRIDENT SWIM CONFERENCE

COVID19 WAIVER

This Trident Swim Conference COVID-19 Waiver ("Waiver") is between the listed below member(s) of the Meadows Swim Club and their parent/guardian.

Participant Names:

These members are in good standing with the Trident Swim Conference and Meadows Swim Club, (hereinafter, collectively "Participants") and Trident Swim Conference and Meadows Swim Club (hereinafter, collectively, "Providers").

In consideration of the covenants and agreements contained in this Waiver and for other consideration, the receipt of which is acknowledged, the parties to this Waiver agree as follows:

1. The participant is seeking to participate in, attend or volunteer at competition sanctioned, approved, or observed under Trident Swim Conference rules ("Sanctioned").
2. Trident Swim Conference is a Local Swim Committee of Volunteers charged with providing Sanctions for swim competition between Stonebridge Country Club, Oakhurst North, Oakhurst, Hinswood, Orchard Brook and The Meadows. Trident Swim Conference provides these Sanctions to host clubs.
3. COVID-19 is a highly contagious disease, having been declared a pandemic. Those attending any swimming competition sanctioned by Trident Swim Conference may be exposed to or infected by COVID-19 while on site at the pool or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
4. Participants understand that the risk of becoming exposed to or infected by COVID-19 at the pool or facility may result from the actions, omissions, or negligence of others, including, but not limited to Hosts and any pool management company, pool owner, pool operator and their employees, volunteers, and program participants and their families.
5. Participants acknowledge the Meadows Swim Club and Trident Swim Conference cannot prevent Participants from becoming exposed to, contracting, or spreading COVID-19 while participating in Trident Swim Conference Sanctioned events. It is not possible to prevent against the presence of the disease. In choosing to participate in such an event, Participant may be exposing themselves to and/or increasing your risk of contracting or spreading COVID-19.
6. Participant assumes all risks and accept sole responsibility for any injury or loss as it relates to COVID-19. Participants acknowledge they will not be able to participate in Sanctioned competition unless this Waiver is signed.

7. Participant acknowledges this Waiver is made with the express intention of effecting the extinguishment of certain obligations owed them, and with the intention of binding Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

8. Participant acknowledges they have carefully read this Waiver, and that they fully understand same, and are freely and voluntarily executing the same. Participant understands that by signing this Waiver they are forever prevented from suing or otherwise making claims against Providers for any loss or injury they may incur while participating in a Sanctioned event. Participant has been given time to consult independent counsel prior to executing this Waiver.

9. This Waiver contains the entire agreement between the Parties and the terms of the Waiver are contractual and not a mere recital. This waiver is to be construed in accordance with and governed by the laws of the State of Illinois.

You agree that you, or your child, are voluntarily participating in these activities, with knowledge of the risks associated with Sanctioned activity, and that neither Meadows Swim Club and Trident Swim Conference, nor you will be liable to the others for any special, indirect, incidental or consequential damages arising out of or related to this Agreement.

Parent/Guardian Signature

Date

Print Name