

# BAC CENTER OF EXCELLENCE LLC COVID-19 WAIVER FORM -

## 2021-2022 BAC HOSTED EVENTS

Safety Code of Conduct and Waiver for BAC Center of Excellence LLC and Berkeley Aquatic Club, Inc. Assumption of risk and waiver of liability associated with coronavirus and COVID-19 I understand that coronavirus is highly contagious and that it is usually transmitted from person to person. I understand that attending with other people could increase my risk of contracting the virus even if I follow all the protection guidelines. I understand that participating is a personal decision and completely voluntary. In order to best protect myself, my teammates, my coaches, my family, and my community, I promise to follow all social distancing and other protective measures required by my club and the facilities as well as any state or local mandates that are in effect.

I promise not to come to participate:

- 1) have had COVID-19 and do not have a doctor's note permitting me to return to practice,
- 2) do not feel well,
- 3) have a temperature above 100.00F \*,
- 4) have been around anyone who has had COVID-19 in the past two weeks, feel ill, or have a fever,
- 5) have traveled but not completed the two-week self-quarantine period recommended by the CDC or required by state mandate. NJ State Travel Advisory List
- 6) am awaiting COVID-19 test results

I promise not to participate if someone in my household doesn't feel well or has a temperature greater than 100.00F, if I have been within safe social distance for a duration longer than 15 minutes with anyone diagnosed with COVID-19 in the past two weeks. I will arrive at the pool showered and dressed to swim and will leave in my suit. I will bring only the essential items with me to participate. I will bring a water bottle with, no water will be available for hydration at the facilities. If a COVID-19 infection occurs at BAC Center of Excellence LLC and or any Berkeley Aquatic Club, Inc program. or new information becomes available about additional risk reduction, I will follow all extra protective measures required. Failure to follow these rules will result in loss of my ability to participate, until a time where restrictions are not required.

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS BAC Center of Excellence LLC and Berkeley Aquatic Club, Inc. and all other Releases from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Release may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about Club premises or present for or participating in any program affiliated with the Club, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the Club is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with BAC Center of Excellence LLC and Berkeley Aquatic Club, Inc. CONCLUSION AND AGREEMENT TO ALL TERMS I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New Jersey and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### BAC CENTER OF EXCELLENCE LLC COVID-19 WAIVER FORM - 2021-2022

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM THE CLUB ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR AND WARRANT TO THE CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S). ADULT SWIMMERS AND PARENTS/GUARDIANS/VOLUNTEERS/COACHES MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATING IN BAC PROGRAMS. Based on information as of July 31, 2020. \*LEGAL WARDS AND I REPRESENT

I agree with the terms of the waiver.

Athlete/Coach/Official/Volunteer Name, Team, Date:

Signature/Parent or Guardian Signature if under 18