

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the “activities.” sponsored by Jackson Swim Team Association, USA Swimming and its local swimming committees. This agreement is valid while the participant is a member of USA Swimming.

I consent to my/minor’s participation in the activities and acknowledge that the minor and I fully understand my/minor’s participation may involve risk of serious injury or death, including losses which may result not only from my/minor’s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity, and infection from an outbreak of any 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 understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I accept this document and before any activities begin.

Release – Minor’s Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Jackson Swim Team Association, USA Swimming and its local swimming committee and their members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the “Released Parties”), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities.

Release – Parents’/Guardians’ Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant’s participation in the activities.

I certify that I/minor am in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor’s personal medical insurance as a primary medical coverage payment if an accident or injury occurs. I consent to emergency medical treatment in the event such care is required and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out such emergency medical treatment.

Indemnification by Parent/Guardian:

The parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with

respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The parent/guardian also agrees that this **LIABILITY RELEASE AND INDEMNIFICATION FORM** is intended to be as broad and inclusive as is permitted by the laws of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.