

## COVID-19 Waiver of Liability<sup>1</sup>

- By attending or participating in a Montgomery Country Swim League (“MCSL”) practice or meet, I acknowledge the following:
  - An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable.
  - Neither MCSL nor any MCSL team, can prevent you (or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while participating in an MCSL meet or practice. It is not possible to prevent against the presence of the disease. Therefore, if you or your child/children choose to participate in a MCSL meet or practice, you may be exposing yourself and/or your child/children to and/or increasing your/their risk of contracting or spreading COVID-19.
  
- BY ATTENDING OR PARTICIPATING IN A MCSL MEET OR PRACTICE OR PERMITTING MY CHILD/CHILDREN TO PARTICIPATE IN A MCSL MEET OR PRACTICE, I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND FOREVER RELEASE AND HOLD HARMLESS MCSL, ANY MCSL TEAM, ANY FACILITY OWNER OR OPERATOR, AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES FROM ANY LIABILITY OR CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIMS I MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO MY OR MY CHILD/CHILDREN’S PARTICIPATION.
  
- By choosing to attend an MCSL meet or practice, I agree to:
  - Comply with all health and safety mandates and guidelines of MCSL, the State of Maryland, and Montgomery County and the MCSL COVID-19 practice and meet protocols.
  - Take the temperature of myself and/or my child/children prior to attending any MCSL practice or meet and not attend or allow my child/children to attend any MCSL practice or meet if the temperature is higher than 100.4.
  - Not attend or allow my child/children to attend any MCSL practice or meet if experiencing any symptoms associated with COVID-19, including, but not limited to, fever, cough, unusual fatigue, headache, nausea, or loss of taste or smell and not attend or allow my child/children to attend any MCSL practice or meet until 24 hours after the symptoms have ceased and a negative COVID-19 test result has been obtained.

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<sup>1</sup> Please note that this COVID-19 Waiver of Liability is intended to be a model waiver to be reviewed and evaluated by each MCSL team for use during the athlete registration process. MCSL teams may choose to modify the language of this waiver but only in a manner that will provide additional protection to the parties named herein and/or the representations made. That is, any waiver language used by an MCSL Team must be at least as broad as this language in terms of the liability waived and representations made. By providing this model waiver, MCSL is not providing any legal advice and is in no way making any representation that this language will be sufficient to protect any party named herein from liability.

- Not attend or allow my child/children to attend any MCSL practice or meet if I/they have tested positive for COVID-19 until 10 days have elapsed from the date of the positive test result and I/they have not experienced symptoms for a period of 24 hours.
- Not attend or allow my child/children to attend any MCSL practice or meet if anyone in our household tests positive for COVID-19, notify my team representative or head coach, and, if I or my child/children have not yet been tested, obtain a test as soon as possible.
  - If such test comes back positive for COVID-19 I or my child/children will not return to any MCSL practice or meet until 10 days have elapsed from the date of the positive test result and I/they have not experienced symptoms for a period of 24 hours.
  - If I or my child/children originally test negative, I or my child/children will be treated as a close contact and must either 1) quarantine for 7 days and get tested after 5 days from the date of last exposure to any household member who may have COVID-19, or 2) quarantine for 10 days following the last close contact and not exhibit any symptoms of illness.
- Not attend or allow my child/children to attend any MCSL practice or meet if identified as a close contact of anyone who has tested positive for COVID-19 and currently subject to quarantine under federal, state or county guidelines.
- Notify my team representative and/or coach if I or my child/children test positive for COVID-19 so that my team representative and/or coach may notify Montgomery County Department of Health and MCSL of a positive case, as required.