



Nashville Aquatic Club

RELEASE OF LIABILITY AND ASSUMPTION OF RISK – CORONAVIRUS (COVID-19) AND OTHER COMMUNICABLE ILLNESSES

As a supplement to my general release of liability to Nashville Aquatic Club (“NAC”) and in consideration of being allowed to participate in the NAC program, its related events and activities, I acknowledge, appreciate, and agree that:

1. NAC trains at facilities that are open to the general public. In any public setting, there is a risk of transmission of communicable illnesses, including Coronavirus, also known as COVID-19.
2. NAC does not have scientific expertise to evaluate the risk of infection from COVID-19 or other infectious diseases, and therefore takes direction from various federal, state, and local governmental authorities. Also, the facilities in which NAC practices are owned by the Metropolitan Government of Nashville and Davidson County, Tennessee (“Metro”) and other entities (Collectively, “Lessors”). The decisions to open these facilities, the terms of use and the allowed capacities are not made by NAC, but instead are made by the Lessors.
3. NAC is operating its programs, events, and activities because its Lessors have determined that NAC may do so under conditions they have established or have required NAC to establish.
4. In light of the foregoing, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS in the participation of NAC’s programs, events, and activities, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
5. I willingly agree to comply with all rules, requests, terms and conditions made by NAC and/or its Lessors, recognizing that any rules, requests, terms or conditions are not guaranteed to prevent the spread of COVID-19 or other communicable illnesses; and
6. I willingly agree that failure to comply with such rules, requests and/or terms and conditions for participation may result in my inability to participate in the activities of the program; and
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NASHVILLE AQUATIC CLUB, its Lessors, including, but not limited to, METRO and THE METROPOLITAN NASHVILLE BOARD OF PARKS AND RECREATION, along with NAC’s and Lessors’ officers, directors, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers (“Releasees”), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, caused by, resulting from, or in any way related to COVID-19, or any other communicable illness, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.
