

## TOWER 26 WAIVER

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in TOWER 26 swim or triathlon workouts, events or other approved activities (collectively, the "Activities"), and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the at the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TOWER 26 and their respective employees, contractors, volunteers, and program participants and their families (the "Released Parties"). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my attendance at any of the Activities ("Claims").

I agree that if I have a fever, cough, feel short of breath or am experiencing any other symptoms consistent with COVID-19 or have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not attend any of the Activities for at least two weeks after exposure or symptoms have subsided or I have returned from a highly impacted area. In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify the coach or club administrator immediately.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless TOWER 26 and their employees, contractors, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the TOWER 26 and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activities. In addition, I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgements, losses and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to the Activities whether caused by the negligence of the Released Parties or otherwise. I also agree to indemnify and hold harmless the Released Parties against any and all claims of any third-party asserting that they were exposed to COVID-19 as a result of my participation in Activities.

I further acknowledge that there is a risk that swim workouts may be canceled in the future as a result of an increase in COVID-19 cases. I understand that any fees paid will not be refunded as a result of COVID-19 cancelations. Fees paid will be credited on a pro rata basis to future sessions when swim workouts resume. I understand that I will be notified about the resumption of swim sessions and will have an opportunity to indicate when I want credited fees to be applied.

By signing below, I acknowledge and represent that I have read the foregoing waiver of liability, understand it and sign it voluntarily as my own free act, including the release of liability and indemnification requirements contained in this document. I agree that this agreement shall be enforced as fully as possible and that any unenforceable provisions shall be deemed modified to the limited extent to permit enforcement.

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Signature

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Date

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Printed Name