

INNIS ARDEN SWIMMING CLUB, INC. ("IASC") PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK.

BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

ASSUMPTION OF RISK: I am aware that recreational activities (including but not limited to: Swimming & Diving) involve certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that swim facilities contain potential dangers to participants. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participation in the Programs and using the Equipment and Pool. I further recognize and acknowledge that the risks inherent in recreational activities can be greatly reduced by: professional instruction/training, abiding by the IASC Facility Policies, and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of being allowed to use the Innis Arden Swimming Club in Shoreline, WA (the "Facility"), and participate in programs and events ("Programs") at the Facility, the Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

TO WAIVE ALL CLAIMS that they have or may have against the Facility arising out of the Participant's participation in the Programs or the use of any equipment provided by the Facility ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and officers (Board of Directors), to the fullest extent permitted by law.

TO RELEASE the Facility, its owners, affiliates, operators, employees, agents, and officers (Board of Directors) from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment; and **TO INDEMNIFY** the Facility, its owners, affiliates, operators, employees, agents, and/or officers (Board of Directors), from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

COVID-19 INFORMATION

IASC will take all reasonable necessary measures to ensure the compliance with federal, state and local public health and safety guidelines and requirements related to COVID-19. The most recent information on such guidelines and requirements can be found at www.coronavirus.wa.gov and at www.cdc.gov."

IASC may cancel or change operating hours and rules if its Management and/or Board of Directors deems it necessary to protect public safety, health, or welfare, including but not limited to COVID-19 related reasons.

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.