



Swim with Annie Waiver & Policies Agreement

For the **safety** of all, the following rules apply to **all swimmers and all adults bringing swimmers** to the facility.

All persons must wear a well-fitted **mask** that covers the mouth & nose and remains fully on for the entirety of the time within the facility (exception is swim participant when invited to remove mask for lesson). Preferred KN95, KF94 or N95.

Swim with Annie requires all who are aged-in to vaccines, inclusive of swimmers/children, to be vaccinated, and boosted, as Swim with Annie staff currently is. The household members where your swimmer resides, with regularity must be a vaccinated household. As well as ANY adult that may come into the facility with the swimmer.

Only one adult per swimmer may enter the facility.

Stay home if you're sick. No cough, congestion or runny nose, fever, chills, sore throat, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, nausea or vomiting, diarrhea. Check for symptoms regularly. Practice hand hygiene with frequent and thorough hand washing/sanitizing

If you are a close contact, you cannot come to swim until you have followed all state guidance for such conditions. This includes the swimmer and this includes the adult bringing the swimmer.

There is a **no-refund, no-makeup policy for this sale.**

If you cannot go to your paid/no-refund/no-makeup lessons, you may **SLOT SWAP** by using this **SignUpGenius Tool** to transfer your lessons to another swimmer/family who fits into the group level class name you are currently enrolled in. [If you are in a **Build a Group** format, please make sure to check with the other families in your group to ensure this decision works for them, COVID-19-wise. As well as level and family comfort-wise.]

Families will arrive no earlier than 10 minutes before their lesson, and exit no later than 10 minutes after their lesson ends, with the least amount of bags, clothing and things possible for speed of entry and exit, during times of COVID-19. This is an in-take-a-lesson-out situation.

Please have your child in full swim gear beneath clothing and exit with the least amount of locker room fuss possible, simply to ensure COVID-19 safety practices.

Your enrollment/payment into/for this class confirms and guarantees your agreement with the following:

Participation and Enrollment in a Swim with Annie Program is a legally binding agreement with the Swim with Annie Liability &

General Waiver and Terms of Registration Contract.

TERMS OF REGISTRATION CONTRACT: By registering yourself and/or your child/participant for Swim with Annie swim programming, you are agreeing to comply with the safe hygiene practices outlined by the CDC and other accredited organizations.

In the event that you/your child/the adult bringing your child becomes ill with any of the following symptoms: fever, cough, sore throat, difficulty breathing, loss of smell/taste you must keep your child/self/the person home until cleared by a medical professional to resume Swim with Annie lessons. If you/your child exhibits any of these symptoms while attending Swim with Annie, you/the swimmer shall exit the pool area and premises, immediately.

Your enrollment into a Swim with Annie program acknowledges acceptance of these terms.

You agree, by enrolling your child into this Swim with Annie Program, that you understand that COVID-19 is a risk you are taking and that Swim with Annie, as well as the facilities being utilized, is/are not responsible, in any way, if anyone becomes infected with COVID-19 while participating in a Swim with Annie Program or delivering a participant to the program or anyone that enters within the facilities where the program is taking place. Further waiver, below.

Swim with Annie, Inc. cannot guarantee that you or your family members/guests will not be exposed to, contract, or spread COVID-19 while participating in our program(s), or by utilizing the pools, or facilities those programs are contained within.

I understand COVID-19 is serious and easily transmitted. In choosing to participate in Swim with Annie, Inc. programs or be in pools, or facilities that Swim with Annie, Inc. utilizes/rents space within, I hereby accept, for myself, family members, and my guests the risks of exposure to or contracting COVID-19.

I forever release, forever discharge and waive my right to bring suit against Swim with Annie, all Swim with Annie employees, as well as any and all facilities that Swim with Annie utilizes/rents space within, and their employees, for any claims or causes of action arising out of exposure to, infection from, and/or spread of COVID-19, including personal injury, death, disease, or any other loss.

I hereby grant permission for me and/or my family/guests to receive emergency medical treatment if needed. I authorize the attending physician to administer any necessary medical attention.

I certify that I and/or my family member that is participating is in good health and that there are no limitations to his/her participation. If there are exceptions, I will inform Swim with Annie, Inc. prior to the start of the program.

I have read this carefully and voluntarily agree with full knowledge of its significance.

Being aware of inherent risks, I hereby consent to me, my family members, and my guests participating in the program(s) offered by Swim with Annie, and agree to release, discharge, and hold harmless Swim with Annie, its employees, or instructors, as well as all facilities, their ownership and their employees from any and all liability, claims or causes of action for injury, damages, or loss of services resulting from participation in programs, activities, or events. Swim

with Annie General Waiver and Release By clicking the checkbox on the checkout screen and by payment, you have agreed to the following general waiver and release and terms and conditions.

The parent/legal guardian of participant/participant ("Participant") desires to participate in certain programs and/or classes conducted by Swim with Annie, Inc. In consideration for being permitted to participate in such programs and/or events, Participant acknowledges and agrees to the terms set forth in this General Waiver and Release.

Participation in Swim with Annie, Inc's programs and classes and/or use of the facilities whereby said programs take place is voluntary. Participant is participating in such programs and/or classes at the facilities of his/her own free will. Swim with Annie, Inc. programs and classes, and use of the facilities where the programs take place, may involve vigorous physical activity and the undersigned understands that such participation and use may involve inherent risks, hazards and dangers, including without limitation death or serious bodily injury.

Participant's participation and use has been reviewed with a doctor, and if requested by Swim with Annie, prior to participation or use the Participant will provide medical authorization from a doctor. Participant agrees to assume all risk for personal injury, loss of life to Participant or property loss or damage in relation to participation in Swim with Annie, Inc. programs and/or classes, and use of facilities.

Participant releases and forever discharges Swim with Annie, Inc. and its agents, managers, officers, and employees, as well as partner facilities from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses resulting directly or indirectly from Participant's participation in Swim with Annie, Inc. programs or classes or use of any of the facilities where these programs and classes take place, including, without limitation, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of Swim with Annie, Inc. Participant expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Vermont.

Participant agrees to indemnify and hold the Swim with Annie, Inc. Parties harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from Participant's conduct at or use of the facilities for Swim with Annie, Inc. Programs, and any and all damages to the property of those facilities, or injury to any other person using the facilities, caused, directly or indirectly, by Participant, whether by inadvertence, negligence, willful misconduct or otherwise. For valuable consideration herein acknowledged as received,

Participant hereby grants to Swim with Annie, Inc., the irrevocable, absolute, and unrestricted rights to use and publish the likeness, portraits, photographs, films or videos of Participant (or in which Participant may be included) taken during programs or classes, or Participant's use of the facilities, for editorial, trade, advertising, and any other purpose and in any manner and medium, and to copyright same. Participant hereby releases Swim with Annie from all claims, royalties, and liability relating to the use of said likeness, portraits, photography or film/videos. (Parents may expressly email info@swimwithannie.com in regards to the photo/video component if so desired.

This portion of the liability waiver is intended for full coverage, not disrespect.) All rules, instructions, policies and procedures of Swim with Annie, Inc., including but not limited to those relating to safety, will be strictly adhered to at all times by Participant. Participants will exhibit

ethical and responsible conduct at all times, including with regard to any online communications respecting the rights and privacy of all other Swim with Annie, Inc. participants and personnel.

Swim with Annie, Inc. expressly prohibits photography or recording of any kind in any area where there is a reasonable expectation of privacy, including but not limited to locker rooms and bathrooms. Photography and/or recording in such areas is unacceptable and will not be tolerated by Swim with Annie, Inc.

Swim with Annie, Inc. expressly prohibits cyberbullying or cyberstalking by any means or method, including but not limited to the use of Facebook, Text Messaging, Instant Messaging, Twitter, E-Mail and SnapChat. Cyberbullying and cyberstalking are unacceptable and will not be tolerated by Swim with Annie, Inc.

Participants, parents and any other individuals in attendance at Swim with Annie, Inc. activities will be courteous and respectful towards administrative staff, coaches, officials, fellow participants, competitors and the public.

Failure to abide by these standards and rules, as determined by Swim with Annie, Inc. staff and administration, is grounds for action. Appropriate action will be determined by Swim with Annie, Inc. and may include, but is not limited to warning, suspension (with or without refund), and/or expulsion (with or without refund).

Terms and Conditions Swim with Annie, Inc. is not responsible for providing make-ups, credits or issuing refunds for programs missed by participant as a result of close contact quarantine rules, COVID-19 symptoms, COVID-19 positive quarantine, illness, vacations, personal emergencies or other events beyond the control of Swim with Annie, Inc..

If Swim with Annie, Inc. cancels a class due to an unforeseen, uncontrollable circumstance, i.e. a pool closure, a make-up session will be offered and participants will be notified via email/text. In the event that a make-up class cannot be arranged, a credit will be issued upon request.

Swim with Annie, Inc. requires a high level of respect for facilities by participants and families for all programs at all locations - the enrolled participant is the only person who shall enter the water at each location, and only for the time said participant is enrolled for.

No water or facility use by any other person in attendance will be tolerated, as well as any use of water outside of the lesson time.

There is a no-refund, no-makeup policy for this sale. Annie is happy to entertain someone selling or giving their time slot to another due to travel, illness or other. That negotiation has to 1. Be 100% okay with all others in the group and 2. Organized at least 1 hour before lesson is to take place so that all waivers can be exchanged with info@swimwithannie.com.

Weather Conditions Swim with Annie, Inc. reserves the right to cancel program classes due to inclement weather. If area public schools are closed due to weather conditions, program classes may be cancelled. Weather hotlines are available as follows: TEXT: 802-922-6700

Swim with Annie Policy & Facility Usage A COVID-19 waiver, as well as Swim with Annie's usual waiver, signed by parents of participants: Enrollment/payment of each program is 100% agreement of all waiver language herein. I. Please click and run through a self check before entry to building, right before entry.

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> People with

COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19: If you have these symptoms, regardless of your guess as to what they are a sign of, we need you to not come to swim that day and we also need a doctor to ascertain you are not COVID-19 positive before your next swim arrival. Fever or chills Cough Shortness of breath or difficulty breathing Fatigue Muscle or body aches Headache New loss of taste or smell Sore throat Congestion or runny nose Nausea or vomiting Diarrhea This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19.

