

**CAROLINA WATER POLO**  
**ASSUMPTION OF RISK AND WAIVER OF LIABILITY ASSOCIATED WITH**  
**CORONAVIRUS AND COVID-19**

I, understand that coronavirus is highly contagious and that it is usually transmitted from person to person. I understand that attending water polo practice and related activities with other people could increase the risk of contracting the virus even if all the protection guidelines are followed. I understand that participating in water polo practice activities is a personal decision and completely voluntary and not required in any way. In order to best protect ourselves, other athletes, the coaches, and the community, I and my children promise to follow all social distancing and other protective measures required by the coaches and facilities where they practice as well as any state or local mandates that are in effect.

**ACKNOWLEDGEMENT**

In consideration for being permitted to participate in the programs of Carolina Water Polo ("the Club") including, but not limited to, observation or use of facilities or equipment, or participation in any on- or off-site program affiliated with Carolina Water Polo, I acknowledge that (a) novel coronavirus ("COVID-19") infections have been confirmed throughout the United States including in North Carolina; (b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; and (c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

**AGREEMENT TO ABIDE BY CLUB PROCEDURES/POLICIES**

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the programs of the Club if I, he or she:

- (i) experiences symptoms of COVID-19 including without limitation, fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste and/or smell (or any other symptom later to be determined to be a symptom of COVID-19)
- (ii) has a suspected or diagnosed/confirmed case of COVID-19 within the last 14 days
- (iii) has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above.

I acknowledge and agree that due to the nature of the facilities, services, and programs offered by the Club, social distancing of 6 feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 during Club programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club and facility employees, volunteers, and program participants and their families. I fully understand and appreciate both the

known and potential dangers of utilizing the programs of the Club and entering any facilities where programming occurs and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID- 19, which could result in quarantine requirements, serious illness, disability, and/or death.

#### ASSUMPTION OF RISK AND RELEASE OF LIABILITY

By signing up for and attending a water polo practice, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with participating in Club programming (collectively, "Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Carolina Water Polo, NC Select, the Facilities that it utilizes, organizations involved in its operation, American Water Polo, USA Water Polo, their employees, agents, representatives, and volunteers (collectively, "Releasees") of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on the actions, omissions, or negligence of the Club, its officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infection occurs before, during, or after participation in any Club program.

#### INDEMNIFICATION

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Club and all other Releasees from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about Club premises or present for or participating in any program affiliated with the Club, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that the Club is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Club.

#### CONCLUSION AND AGREEMENT TO ALL TERMS

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM

AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM THE CLUB ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE CLUB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S). ADULT ATHLETES AND PARENTS/ GUARDIANS MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATING IN CLUB PROGRAMS.

I/We have read, understand and agree to comply with the ASSUMPTION OF RISK, RELEASE OF LIABILITY, & WAIVER OF CLAIMS as outlined above.