

# The Bay Ridge Aquatics Institute Waiver of Liability Form

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Bay Ridge Aquatics Institute, Inc. (known as BRAINS) has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that you will not become infected with COVID-19. Further, attending any BRAINS program or could increase your and/or your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 while attending any BRAINS program or activity 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 any BRAINS program or activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BRAINS employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child(ren), including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at any BRAINS program or activity ("Claims"). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless The Bay Ridge Aquatics Institute (BRAINS), Inc., its employees, 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 thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The Bay Ridge Aquatics Institute (BRAINS), Inc., its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending any BRAINS program or activity.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant's Printed Name \_\_\_\_\_ Age \_\_\_\_\_  
(Please print legibly)

(if a minor) Parent  
or Guardian's  
Signature \_\_\_\_\_ Date \_\_\_\_\_