

**ATTENDEE ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND
COVID-19/COMMUNICABLE DISEASE AGREEMENT**

Attendee Name: _____

If under 18, Parent/Guardian Name: _____

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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Rainier School District cannot completely mitigate the transfer of communicable diseases like COVID-19. Swimming at the Rainier Briarcliff Pool includes possible exposure to and illness, injury, or death from communicable diseases, including COVID-19.**

I attest that I am not experiencing any symptoms of illness such as fever, chills, cough, or shortness of breath. If I develop symptoms, I agree that I will decline swimming opportunities with **Rainier** and not participate in any **Rainier School District** activities. I acknowledge that I must follow the safety and hygiene protocols set forth by the Centers for Disease Control, Oregon Health Authority, and **Rainier**.

I further attest to the following:

- I have not been diagnosed with COVID-19 without being cleared as noncontagious by a state or local public health authority
- I have not been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or another communicable disease
- I will notify **Rainier** if I receive a COVID-19 diagnosis, test positive for COVID-19, or am advised to self-quarantine due to concerns related to COVID-19 or another communicable disease
- I will not participate in any **Rainier** activities until 10 days has passed from my last potential exposure to COVID-19
- I do and will follow the Center for Disease Control and Oregon Health Authority COVID-19 guidelines to the best of my ability (e.g., hand washing, physical distancing, wearing of face coverings)

I am swimming at the **Rainier School District**. I understand swimming at **the district** means that no compensation is expected in return for the services I provide, and that the **Rainier School District** will not provide any benefits typically associated with employment. I further acknowledge that I am responsible for my own insurance coverage in the event of illness or personal injury as a result of my volunteering for **the district**.

I understand that my swimming at the **Rainier School District** may involve activities that could be hazardous to me, including those which may expose me to communicable diseases. I fully understand and appreciate these risks that are inherent to my choosing to swim here. I assume the risk of all bodily injury, medical treatment, illness, and/or death that may result from my swimming at the **Rainier School District** even if it results from the **Rainier’s** negligence or that of its employees or agents.

I hereby release, waive, discharge, exonerate, and agree to indemnify and hold harmless **Rainier School District**, its Board of Directors, the individual members thereof, and all officers, agents, employees, and representatives from any and all liability, causes of action, claims, demands, damages, expenses and compensation, including attorneys’ fees, fines or other costs arising out of any exposure to or illness or injury from a communicable disease, including COVID-19, which may result from or have any connection to my swimming. I give this release to the fullest extent of the law, for myself, and my heirs, administrators, executors, successors and/or assignees.

I certify and represent that I have the legal authority to waive, discharge, release, indemnify, and hold harmless the released parties.

I certify that I have read this document in its entirety and fully understand its contents. I agree to the Rainier School District Attendee Assumption of Risk, Waiver of Liability & COVID-19 Agreement. I freely and voluntarily assume all risks of such hazards and notwithstanding such, release Rainier School District from all liability for any loss regardless of cause, and claims arising from my swimming at the district.

Attendee or Parent/Guardian Signature

Date

Parent/Guardian Signature

Date