

WAIVER AND RELEASE OF LIABILITY RELATED TO COVID-19

_____ (child's name / participant's name) desires to participate in the aquatic program (swim lessons, swim team, water polo, adult water fitness, lifeguarding certification course, pool reservation) that Blueray Management, LLC ("Blueray") is operating during the COVID-19 outbreak. I hereby consent to the following Waiver and Release of Liability Related to COVID-19 ("Agreement").

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and spread the disease irrespective of showing any symptoms. The exact methods of spread and contraction are unknown, and there is no known cure or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Blueray pledges to utilize every reasonable precaution to minimize the potential for contracting COVID-19 by following current public health recommendations, including those from the Center for Disease Control and the California Department of Public Health.

I am fully aware of the fact that there are special dangers and risks associated with attending an aquatic program during the COVID-19 outbreak, including but not limited to the potential to contract COVID-19. I pledge to follow Blueray's safety guidelines while attending Blueray during the COVID-19 outbreak, including but not limited to: self-report any symptoms my child has, whether my child has had close contact with anyone who has been diagnosed with the virus, and whether I have a sick family member at home; follow applicable guidelines from public health authorities (e.g., wear a face mask, engage in hand-washing/hand sanitizing, follow social distancing guidelines). I also pledge to follow public health guidelines outside of my time at Blueray in order to mitigate the risk of exposure for the Blueray community. I understand that Blueray may have to stop providing the Program if there is a case of COVID-19 at the facility in which the Program is operated, in which case, there may not be a refund of the Program fee. I pledge that my child and anyone who is picking up/dropping off my child does not fall into the High-Risk Category as defined by public health authorities.

I acknowledge that Blueray cannot prevent me or my spouse, children, or guests from becoming exposed to, contracting, or spreading COVID-19 while Blueray is providing the Program services. Therefore, any interaction with or for Blueray, its employees, and its representatives may expose me or my spouse, children, or guests to and increase my risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. Being fully informed of these risks, I hereby choose to accept the risk of contracting COVID-19 for myself and my spouse, children, and guests in order to utilize Blueray's services and the Lifeguard Certification Course. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19. Being fully informed to these risks, I hereby assume all risk of injury and liability associated with my child attending the Program during the COVID-19 outbreak.

WAIVER OF LIABILITY: Except in the event of gross negligence, reckless and willful and wanton misconduct, I hereby forever release and waive, and will defend, indemnify, and hold harmless Blueray and its officers, directors, manager(s), employees, agents, affiliates, shareholders, members, insurers, successors, and assigns (collectively, "Releasees"), from all liability, actions, causes of action, claims, judgements, cost or expense, including attorneys' fees, known or unknown at this time, arising out of or in any way related to any illness incurred by my child or myself while my child attends the Lifeguard Certification Course, in connection with exposure, infection, and/or spread of COVID-19. I understand that this means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, except as expressly provided herein, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, to the fullest extent permitted by law. I specifically give up my right to initiate suit against Blueray for any matter contemplated by this Agreement.

I further understand that by signing this Agreement, I am waiving any and all claims of any kind arising out of or attributable to mine or my child's participation in the Lifeguard Certification Course, including those claims that may be unknown to me, or which I do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I shall defend, indemnify, and hold harmless Blueray and all other Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by and/or awarded against any indemnified party, arising out of or resulting from any claim of a third party related to my or my child's participation in the Lifeguard Certification Course, including any claims arising out of my and/or my child's own negligence or the ordinary negligence of Blueray.

This Agreement constitutes the sole and entire agreement of Blueray and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Blueray and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial (or other applicable) Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AS DESCRIBED ABOVE:

Signature: _____
Name (printed): _____
Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signature: _____
Name (printed): _____
Date: _____