



2020 WaveOne Open Water Waiver of Liability and Release

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in WaveOne Open Water swim workouts, events, clinics, lessons or other approved activities (collectively, the “Activities”), and 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 the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, WaveOne Open Water (WaveOne), National Harbor, The Peterson Companies, all their related entities, and their respective employees, volunteers, and program participants and their families (the “Released Parties”). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, all other risks and results due to my health including undiagnosed conditions and health conditions that may or may not be the result of participation in this event, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my attendance at any of the Activities (“Claims”).

I agree that if I have a fever, cough, feel short of breath or am experiencing any other symptoms or have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not attend any of the Activities for at least two weeks after exposure or symptoms have subsided or I have returned from a highly impacted area. In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify a WaveOne administrator immediately.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless WaveOne Open Water, National Harbor, The Peterson Companies, all their related entities and their 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 WaveOne Open Water (WaveOne), National Harbor, The Peterson Companies and all their related entities, and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activities. In addition, I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgements, losses and/or liabilities (including attorneys’ fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Release Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to the Activities whether caused by the negligence of the Released Parties or otherwise.

I, the undersigned participant, intending to be legally bound, hereby certify that I am physically fit and have not been otherwise informed by a physician. I acknowledge and represent that I am solely responsible for my well-being before, during, or after participation in any Activities, including my ability to swim and navigate in open water.

I give permission for receiving updates, news and other information from the Parties associated with this event unless otherwise indicated. I will not promote third party sponsors, causes, or charities unless pre-approved by the Event Director. I will not employ a coach or coach any other participant during any Activity unless authorized in writing by WaveOne. I shall follow any instruction of WaveOne personnel and shall not impede or otherwise interfere with any other swimmer physically or verbally. I understand that there will be no refunds given for any reason including event cancellation or cancellation due to weather. I understand the risks associated with open water swimming and that conditions change quickly without notice, and any Activity may be delayed or modified for any reason or unforeseen circumstance, including weather.

AUTHORIZATION AND EVENT PROMOTION:

I, the enrolled participant, agree to be filmed, photographed, taped, quoted or otherwise mentioned (without compensation) by WaveOne or by anyone authorized by the WaveOne. This includes but is not limited to the official and authorized photographers, writers, hosts, or sponsors of this event under the conditions authorized by the WaveOne. I give the WaveOne, and anyone authorized by the WaveOne, the right to use (without compensation) my name, picture, likeness, quotes, and biographical information, whether audio or visual, before, during and after the period of my individual or team participation in this event.

By signing below, I acknowledge and represent that I have read the foregoing waiver of liability, understand it and sign it voluntarily as my own free act, including the release of liability and indemnification requirements contained in this document. I agree that this agreement shall be enforced as fully as possible and that any unenforceable provisions shall be deemed modified to the limited extent to permit enforcement.

Signed and Acknowledged

Date

Parent or Guardian if Participant is under 18 years of age

Date