

**ATLANTA SWIM ASSOCIATION**  
**Release of Liability and Indemnification Form**

Participant Name(s): \_\_\_\_\_  
\_\_\_\_\_

I, the undersigned parent or legal guardian, hereby verify that the information above is correct and hereby request voluntary participation for the above named swimmer(s) (the "Participant") to participate in certain events and activities sponsored, coordinated, or organized by ASA or CCS (collectively, the "ASA Programs"). In consideration of the Participant being allowed to participate in the ASA Programs, the undersigned, individually and on behalf of the Participant and the undersigned's spouse, heirs, successors, next of kin, personal and legal representatives, and permitted assigns, hereby acknowledges, understands, confirms, and agrees to the following:

1. This Release of Liability and Indemnification Form (this "Agreement") is valid and will continue in full force and effect while the Participant is participating or otherwise involved in the ASA Programs and will survive thereafter.
2. I consent to the Participant's participation in the ASA Programs and acknowledge that the Participant and I fully understand that such participation may involve risk of serious injury, illness and/or death, including, without limitation, permanent disability and losses or damages which may result not only from the Participant's or my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of third parties (including the Releasees), the condition of the facilities, equipment, or areas where any ASA Program is being conducted or held, and/or the rules of play of the ASA Programs. While particular rules, equipment, and personal discipline may reduce or mitigate such risk, such risk to the Participant will always be present. I understand that if I have (or the Participant has) any risk concerns, I should discuss the risks associated with the Participant's participation with authorized representatives of ASA or CCS before I sign this Agreement and before the Participant begins participating in the ASA Programs.
3. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for the participation of the Participant in the ASA Programs. I acknowledge that participating in the ASA Programs involves strenuous physical activity. All exercises, workouts, training, and activities that are part of the ASA Programs are at the Participant's sole risk.
4. In consideration of allowing the Participant to participate in the ASA Programs, I hereby release and hold harmless Atlanta Swim Association, LLC ("ASA") and Capital City Sports, Inc. ("CCS"), and each of their affiliates, officers, directors, managers, members, partners, shareholders, volunteers, employees, agents, counsel, and representatives, and all sponsors, other participants, facility and equipment owners and lessees, advertisers, and other persons involved in the ASA Programs (collectively, the "Releasees"), of and from, and do hereby discharge and waive, any and all claims, actions, demands, causes of action, proceedings, losses, damages, liabilities, costs, and expenses of whatever kind or nature (collectively, "Losses") that the Participant may have, sustain, or incur with respect to any and all damage, illness, disability, death and/or injury, of any type, arising out of or incident to the Participant's involvement or participation in the ASA Programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

5. I have reviewed and fully understand the concussion information set forth on Exhibit A attached hereto and incorporated herein by this reference.
6. I agree to fully comply with all rules, instructions, procedures, and guidelines of ASA and CCS and all customary terms and conditions for participation in the ASA Programs. If I have any concern (or observe any unusual signs or indications) in the readiness of the Participant for participation in the ASA Programs, I will immediately remove the Participant from participation and bring such issue to the attention of the nearest ASA Program official.
7. ASA and CCS have urged the Participant to obtain a physical examination from a licensed health care professional before using any pool or exercise equipment or participating in any ASA Program. I hereby certify that the Participant is in good health and has no physical or mental condition that would prevent participation in the ASA Programs. I agree to use the Participant's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.
8. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Participant, my family (including children), and I may be exposed to or infected by COVID-19 while onsite at any ASA Program or ASA or CCS events, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at any ASA Program or ASA or CCS events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Releasees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, death, damage, and/or Losses that the Participant, my family (including children), or I may experience, sustain, or incur in connection with any attendance at any ASA Program or ASA or CCS events (collectively, "Claims"). I hereby release, covenant not to sue, discharge, and hold harmless the Releasees of and from the Claims, including all Losses 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 any Releasees and whether a COVID-19 infection occurs before, during, or after participation in any ASA Program or ASA or CCS events.
9. I agree that this Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, illegal, or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the waivers, releases, assumptions, and other matters contemplated herein are effectuated as originally contemplated to the fullest extent possible.
10. I represent and warrant that: (a) I am the lawful parent or legal guardian of the Participant, (b) I have full authority to consent to the Participant's participation in the ASA Programs, (c) I am authorized to execute this Agreement on behalf of the Participant, and (d) no other person's authorization or consent is required to execute this Agreement or grant the rights herein.
11. I further represent and warrant that: (a) I have read this Agreement, (b) I fully understand and agree to all terms and provisions herein, (c) I have had all my questions answered to my satisfaction, (d) I have had an opportunity to review this Agreement with an attorney, (e) I understand that the Participant has the choice of not participating in the ASA Programs, (f) the Participant and I have

given up substantial rights by signing this Agreement, and (g) I am signing this Agreement freely and voluntarily without any inducement.

12. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of ASA or CCS. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent/Guardian Name (please print): \_\_\_\_\_

Participant (Age 18 or older) Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent (Age 18 or older) Name (please print): \_\_\_\_\_

## **EXHIBIT A**

### **CONCUSSION AWARENESS**

Parent/Participant Concussion Information Sheet: A concussion is a type of traumatic brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head or body that causes the head and brain to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

### **WHAT ARE THE SIGNS AND SYMPTOMS OF CONCUSSION?**

Signs and symptoms of a concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If an athlete reports one or more symptoms of a concussion listed below after a bump, blow, or jolt to the head or body, he or she should be kept out of play the day of the injury and until a health care professional, experienced in evaluating for concussions, says he or she is symptom-free and it is okay to return to play.

Did You Know?

- Most concussions occur without loss of consciousness.
- Athletes who have, at any point in their lives, had a concussion have an increased risk for another concussion.
- Children and teens are more likely to get a concussion and take longer to recover than adults.

### **SIGNS OBSERVED BY COACHING STAFF SYMPTOMS REPORTED BY ATHLETES**

- Appears dazed or stunned
- Headache or “pressure” in head
- Is confused about assignment or position
- Nausea or vomiting
- Forgets an instruction
- Balance problems or dizziness
- Is unsure of game, score, or opponent
- Double or blurry vision
- Moves clumsily
- Sensitivity to light
- Answers questions slowly
- Sensitivity to noise
- Loses consciousness (even briefly)
- Feeling sluggish, hazy, foggy, or groggy
- Shows mood, behavior, or personality changes
- Concentration or memory problems
- Cannot recall events prior to hit or fall
- Confusion
- Cannot recall events after hit or fall
- Just not “feeling right” or “feeling down”

## **CONCUSSION DANGER SIGNS**

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. An athlete should receive immediate medical attention if after a bump, blow, or jolt to the head or body, he or she exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that not only does not diminish, but gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Becomes increasingly confused, restless, or agitated
- Has unusual behavior
- Loses consciousness (even a brief loss of consciousness should be taken seriously)

## **WHY SHOULD AN ATHLETE REPORT THEIR SYMPTOMS?**

If an athlete has a concussion, his or her brain needs time to heal. While an athlete's brain is still healing, he or she is much more likely to have another concussion. Repeat concussions can increase the time it takes to recover. In rare cases, repeat concussions in young athletes can result in brain swelling or permanent damage to their brain. They can even be fatal.

## **WHAT SHOULD YOU DO IF YOU THINK YOUR ATHLETE HAS A CONCUSSION?**

If you suspect that an athlete has a concussion, remove the athlete from play and seek medical attention. Do not try to judge the severity of the injury yourself. Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says he or she is symptom-free and it is okay to return to play. Rest is key to helping an athlete recover from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games, may cause concussion symptoms to reappear or get worse. After a concussion, returning to sports and school is a gradual process that should be carefully managed and monitored by a health care professional. Remember, concussions affect people differently. While most athletes with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer. It is better to miss one game than the whole season.

For more information on concussions, visit: <https://www.cdc.gov/headsup/index.html>.