

## **Acknowledgement and Waiver; and Photo Release.**

Activity: Autism Society San Francisco Bay Area (SFASA) Swim Party at AnT Swim School (“Activity”)

### **AnT Swim School Pool Rules**

- 1 At all times follow the instructions of the AnT Swim school lifeguard and supervising personnel.
- 2 The use of AnT Swim school equipment is not permitted.
- 3 Do not enter the pool if you suspect you have or have a communicable disease or an open cut or blister. Wear family appropriate and clean swim attire only.
- 4 Shower before entering the pool or after use of toilet facilities.
- 5 Children in diapers must wear a reusable plastic pant with snug elasticized legs and waistband.
- 6 Diving is prohibited.
- 7 Spitting, spouting water from mouth or blowing the nose in the pool is prohibited.
- 8 No extended breath-holding or hyperventilation.
- 9 Only U.S. Coast Guard approved lifejackets and wearable foam flotation devices are allowed. Users must remain within arm’s reach of an adult.
- 10 Do not run or engage in rough play in the pool area or bath rooms.
- 11 Diaper changing in the pool area is prohibited.
- 12 Do not bring animals into the pool area.
- 13 Do not bring food, drink, gum or tobacco into the pool area. (concrete perimeter).
- 14 Glass and shatter able items are prohibited anywhere in the facility.
- 15 No alcohol.
- 16 Toys, floating toys, water guns, etc. are allowed only at the discretion of the pool supervisor and lifeguard(s).

### **Additional Rules for COVID-19**

- 1 Anyone outside the pool is required to wear a face covering (as required by Santa Clara County). Children under 6 are exempt.
- 2 Anyone without face covering will not be allowed to enter the facility. AnTswim does not sell or hand out face masks.
- 3 Parties inside the facility need to maintain at minimum 6ft distance, this will be enforced by pool staff.
- 4 Do not come to the event if you are sick or show any signs of the following symptoms: cough, fever, body ache.
- 5 Bathrooms are for emergencies only. Only one party (same household) at the same time in the bathroom.
- 6 To maintain social distancing only one party (same household) in an area of 300 sq ft is allowed in the pool (State / County mandates).  
This means only 11 parties are allowed in the pool at the same time, each separated by ~ 10 feet. This will be enforced by pool staff.
- 7 No sharing of food inside the facility

### **SFASA Swim Parties**

- 1 An adult must always accompany a child or adult who may require assistance (either for his/her own or others’ safety) in the pool.
- 2 Use of AnT Swim School Coast Guard-approved lifejackets is permitted and encouraged for those who might have trouble or cannot safely swim on their own. These are child to teen size. Adults will need to provide their own.
- 3 Floating devices may be used at the discretion of the lifeguards. Most likely to be acceptable: swim noodles, small rafts, beach balls, and swim rings. Less likely to be acceptable (because of risk of blocking line of sight): large rafts.
- 4 If an unsanitary condition occurs, the situation must be reported to a lifeguard, pool manager, or board member immediately so appropriate action can be taken to insure safety. The family responsible for contamination will be accountable to pay for clean up and loss of pool use.
- 5 Parents or caregivers must accompany children or disabled adults to the bathroom for safety reasons as well as to avoid unacceptable bathroom procedures.
- 6 No rough-housing or other behaviors that could endanger other participants. If an individual is having a difficult time, a public park is located adjacent to the swim school.

### **Acknowledgment and waiver.**

I acknowledge that I have read and will adhere to all the rules listed above. In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue SFASA from any and all claims, including claims of negligence, resulting in any physical or psychological injury (including

paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I agree to hold the SFASA harmless from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the SFASA incurs any of these types of expenses, I agree to reimburse the SFASA. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**If Participant(s) is/are under 18 years of age, or is conserved:**

I am the parent, legal guardian, or conservator of the Participant(s). I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participants' behalf, (b) promising not to sue on my and the Participants' behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I allow Participants to participate in this Activity. I understand that I am responsible for the obligations and acts of Participants as described in this document. I agree to be bound by the terms of this document. I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian \_\_\_\_\_

Name of Minor Participant's Parent/Guardian (print) \_\_\_\_\_ Date \_\_\_\_\_

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**Photo/Media Release**

I hereby grant AnT Swim School (AnT) and Autism Society San Francisco Bay Area (SFASA) the absolute and irrevocable right and unrestricted permission to use my and my minor childrens'/adult conservatees' likeness, image as such may be embodied in any photos, digital images, and the like, taken or made on behalf of the AnT, SFASA, or its partners. I agree that the AnT and SFASA have complete ownership of such material and can use said material for any purpose consistent with their missions. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc.

I hereby release and discharge the AnT and SFASA, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of our name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents.\* This release shall be binding upon me, my heirs, legal representatives, and assigns.

This agreement is being made and entered into under the laws of the State of California and shall be governed and interpreted in accordance with the laws of said state. This agreement embodies the entire agreement of the parties (subject and photographer). No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Acknowledgement, Waiver, Photo Release**