

Attending Swim Lessons Amid Coronavirus Concerns

We would like to update you on our provision and how COVID 19 may affect our swimming lessons in future weeks. The health and well-being of the students in our programs & families and our employees is our highest priority, and as such, we are extra vigilant in our efforts to maintain a high standard of cleanliness at the pool.

Our goal is to provide the safest environment possible for our staff and swimmers. In order to do this, we have adopted a few new practices:

- If your swimmer or anyone in your house is showing signs of illness, **DO NOT COME TO SWIM CLASS**. If you or your child is showing signs of illness, our staff may ask you a few questions and/or check you for fever to confirm that you are well.
- Amy's Aquatics employees will have their temperatures taken and recorded at the beginning of their shift. Any team members with a temperature higher than 99.4 will be sent home immediately and not permitted back at the facility until fever free for a minimum 72 hours without fever reducer.
- In compliance with guidelines and recommendations of the CDC and government officials, we will be limiting the number of people at the pool. This will affect Show Off Day. Due to the governor's guidelines, we have chosen to discontinue Show Off Day at this time. We are allowed to teach up to four kids per class in an outdoor setting. In planning Show Off Day, we have come to realize there is no safe way to social distance and keep attendees safe while on our premises.
- Show Off Day has been removed from our schedule, but upon request we can provide you with an update on how your child is doing, what skills they have mastered and what they should continue working on. Please request this in writing to amysaquatics@yahoo.com.
- We will have a limited amount of water toys available at the end of each lesson. These toys will be dumped in a disinfecting solution after each class. A clean set of toys will be used for each class.
- We will disinfect all communal areas after each session (morning/afternoon). Please bring your towel with you to pick up your child. We are trying to limit cross contamination so we would prefer you not bring your towel with you to class. Simply bring it with you when you come to pick up your child.
- Restrooms: Since this is our home, we are going to discontinue the use of our bathrooms. Please make sure your child has gone potty before you arrive.
- We will be providing hand sanitizer at both gates for your use. Please make sure your child has sanitized their hands before entering the back yard.

Just Keep Swimming?

What we are learning is that drinking water and pool water, when properly treated with chlorine, is considered to be safe, as "adherence to the appropriate guidelines will control risk from waterborne COVID-19 virus".

Our pool water is treated with chlorine, in accordance with the state of Texas's Health Code. You will notice less equipment used during classes in an effort to minimize cross contamination. All equipment is disinfected throughout the day and soaked overnight.

Outside of the pool, we are using the appropriate cleaning agents that are proven to kill off any dangerous viruses. We will continue to do what is necessary to maintain a clean and safe environment for our students and their families.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at Amy's Aquatics (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following: 1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.

3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Amy's Aquatics, Sunshine and Soul, LLC, The Town of Flower Mound, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Texas. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 200____.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____