

PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of USA Diving, Inc. ("**USA Diving**") allowing me, the undersigned, to participate in any USA Diving activities including USA Diving member club practices and/or USA diving sanctioned events, including, but not limited to, any competitions, meets, clinics, exhibitions, and related activities (**collectively, the "Event" or "Events"**); I, for myself, on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with participation in the sport of diving and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; contact with other participants, spectators, or manmade objects; dangers arising from adverse weather conditions; imperfect conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Club Coaches and Managers or Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of the my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Diving and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Diving, Inc., its members, clubs, associations, sport disciplines and divisions, including but not limited to include NCAA; the United States Olympic & Paralympic Committee (USOPC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Pool, Venue and

Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

5. I, a prospective or current member of USA Diving, agree to abide by and be bound by the applicable USA Diving Bylaws, Operating Regulations, Code of Conduct and Competition Rules and the safe sport rules, policies and procedures promulgated by the U.S. Center for Safe Sport as they may be amended from time to time. I agree to be subject to the jurisdiction of the U.S. Center for Safe Sport and agree that any sanctions imposed by the Center extend to my participation in all NGB events or activities and may be posted publicly and include information regarding the misconduct involved.
6. I understand and agree that the Fédération Internationale de Natation ("FINA") Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by FINA, USADA, and the USOPC apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of FINA and/or my national federation, if applicable or referred by USADA.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Updated 8/16/2021

### Sanction Fee Information

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|----------------|----------------|
| Sanction Fee   | \$30.00        |
| Processing Fee | \$2.95         |
| <b>Total</b>   | <b>\$32.95</b> |

### Sanction Conditions

In accepting the sanction, the following conditions are acknowledged and agreed to by the person and/or club receiving the sanction. All rules and bylaws of USA Diving shall be complied with and enforced.

1. No athlete entry will be accepted, nor will an athlete be allowed to compete or exhibit, at any event unless the athlete is an athlete member as provided in the USA Diving rulebook.
2. All participants and volunteers involved with the event will follow and abide by the Minor Athlete Abuse Prevention (MAAP) Policies. These policies can be found here:  
<https://www.teamusa.org/usa.diving/resources/safe-sport>
3. All volunteers at the event will have a current USA Diving Background Screening and will have taken the Safe Sport training within the current membership cycle. If a volunteer has not met these requirements, they can join as a volunteer member at the following link:  
<https://usadiving.webpoint.us/wp/Memberships/Join.wp>
4. Announcements and entry blanks for sanctioned events must state that no entries will be accepted unless the entrant is a member of USA Diving. The athlete's registration number and club affiliation must appear on the entry blank.
5. In order for an individual to compete in a USA Diving sanctioned event as a representative of a club, educational institute, or other organization, that organization must be a member in good standing of USA Diving.
6. Entry blanks, advertising and the program for the tournament must bear conspicuously the statement "Held under the sanction of USA Diving, Inc." and include the address of the Association.
7. Sanctions issued to one organization cannot be transferred to another. Any sanctions so transferred shall be void for all purposes and no further sanctions shall be given to any organization violating this provision.

8. By submitting an application for this sanction, and in consideration of the sanction being issued, applicant agrees to indemnify and hold harmless USA Diving, Inc., and the respective association of USA Diving, Inc., their officers, directors, and employees for any claims of liabilities, including the defense thereof, arising out of or in any way connected with the conduct of the sanctioned event.
9. Sanctioned events will be conducted in such a way to protect the amateur status and eligibility of athletes competing and participating in such sanctioned event.
10. All participant scoring and records made during competition will be duly validated and preserved following competition.
11. All international amateur athletic requirements, specifically applicable to the sanctioned competition, will be implemented and given due regard.
12. Qualified officials, as determined by USA Diving standards, will conduct the sanctioned event.
13. Proper medical supervision and attention will be provided to athletes who participate in the sanctioned event.
14. Proper safety and medical precautions will be in place at the sanctioned event to protect the personal welfare of athletes and spectators at the sanctioned event.
15. The sanctioned event will follow all anti-doping policies and protocols of USADA, WADA, the USOPC, and USA Diving.

A copy of this event will be sent to your Local Association Chair and the USA Diving National Office. USA Diving may revoke this sanction at any time, without notice and without liability of any kind, if USA Diving determines in its reasonable discretion that the sanctioned event does not comply with these Sanction Conditions.