



Burbank Aquatics Masters LLC
TERMS OF SERVICE & LIABILITY WAIVER

IMPORTANT NOTICE FOR RESIDENTS IN THE UNITED STATES: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.

1. SCOPE OF AGREEMENT

Please read these Terms of Service ("Terms") carefully before using <https://burbankaquaticsmasters.com/terms-conditions> or other websites (together, "the Site") operated by Burbank Aquatics Masters LLC and Burbank Aquatics Masters Inc ("Burbank Aquatics Masters," "BAM" "us", "we", or "our"), our mobile applications ("Apps"), services provided at our pool, and any other services that we provide that link to these Terms (the Site, Apps, and other services, collectively, the "Services").

This Terms of Service is an agreement between you and Burbank Aquatics Masters and sets forth the legally binding terms and conditions for your use of the Services. This Terms of Service hereby incorporates by reference our Privacy Policy, available at <https://burbankaquaticsmasters.com/> (the Terms of Service and Privacy Policy, collectively, the "Agreement") effective December 2, 2025.

By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site, downloading the App(s), or contributing content or other materials to the Site or on or via the App(s), you agree to be bound by the Terms of Service. You are only authorized to use the Services if you agree to abide by all applicable laws and to the Terms of Service. Please read the Terms of Service carefully and save it. If you do not agree with it, you should leave the Site or App and discontinue use of the Services immediately.

For the purposes of these Terms, 'Burbank Aquatics Masters' refers collectively to Burbank Aquatics Masters LLC and Burbank Aquatics Masters Inc, each of which may provide aspects of the Services.

2. ACCESSING THE SERVICES AND ACCOUNT SECURITY

To access the Services, you may be asked to provide certain details or other information. It is a condition of your use of the Services that all the information you provide to us is correct, current and complete. You agree that your failure to provide complete and accurate information may result in the termination of your access to the Services.

By using this site, you represent that you are at least the age of majority in your jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use the Service.

- You must be at least 16 years old to create an account or use the online Services
- If you are 16 or 17, a parent or legal guardian must review and agree to these Terms and consent to use of the Services
- By using the Site, App, or creating an online account, you represent and warrant that you are at least 16 years of age

By using the Services, you represent and warrant that you are at least 16 years of age. If you are between 16 and the age of majority in your jurisdiction, your parent or legal guardian must review and agree to these Terms and consent to your use of the Services. The in-person swim activities have additional age requirements set out in the “Limitation of Liability” section. From time to time, we may restrict access to some or all parts of the Services, including swim sessions, the Site, and App(s).

In person swim sessions:

- Under 15: may not participate
- Ages 15-17: may participate only if a parent or legal guardian is present at the facility and has signed the liability waiver
- 18 plus: full access

In order to access some Services available on the Site and App(s), you will have to create an account. You may not use another person's account. You agree that you are solely responsible for the activity that occurs on your account. You agree to keep your account password secure and confidential. You agree to notify us immediately of any breach of security or unauthorized use of your account.

3. PROHIBITED USES

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- For any unlawful purposes, or that could violate any applicable federal, state, local, or international law or regulation;

- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or other persons using the Services or expose them to liability.
- You may not use the Services to harass, stalk, or otherwise harm any person, or to collect or store personal data about other users except as expressly permitted by us.

Additionally, you agree not to:

- Use the Services for any commercial purpose;
- Use the Services in any manner that could disable, overburden, damage, or impair the Site or mobile app or any other party's use of the Services;
- Use any robot, spider or other automated device, process, or means to access the Service for any purpose;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Use the Services to distribute unsolicited promotional or commercial content, or solicit other persons using the Services for commercial purposes;
- Otherwise attempt to interfere with the proper working of the Service

4. BAM POLICIES, RULES, AND REGULATIONS

CANCELLATIONS:

- Cancellations must be submitted in writing at least 14 days before your current scheduled billing date
- If we receive your cancellation less than 14 days before your next billing date, you will be charged for the upcoming month and your membership will remain active until the end of that billed month
- No refunds are issued for partial months

Members may cancel their membership by providing written notice via email at burbankaquaticsmasters@gmail.com.

REFUNDS:

- **Monthly Memberships:** No refunds are issued for partial months. If cancellation occurs mid-month, the membership will remain active until the end of the next billing month.
- **Drop In:** No refunds will be issued for a missed drop in session

- **Special Programs or Clinics:** Cancellations made at least **7 days** before the start of the program will receive a full refund. No refunds will be issued after the program begins.

MEDICAL OR EMERGENCY EXCEPTIONS: In cases of medical emergencies or relocation, members may request a cancellation with documentation. Refunds or credits will be considered on a case-by-case basis.

SUSPENSION OPTION: Members may request a temporary suspension of their membership for up to **3 months** per calendar year. Suspensions must be requested in advance and are not retroactive.

TEAM DUES AND OBLIGATIONS: Any outstanding dues or fees must be paid in full before cancellation is processed.

All payments made to Burbank Aquatics Masters are processed via Wix Payments.

CODE OF CONDUCT:

- Swimmers must demonstrate respect towards teammates, coaches, officials, and competitors
- Coaches must adhere to professional standards and maintain a safe and inclusive environment

PRACTICE and MEET EXPECTATIONS:

- Swimmers must arrive on time to participate
- Disruptive behavior (e.g., horseplay, refusal to follow instructions) may result in removal from practice or meets

SAFETY and ATHLETE PROTECTION:

- Locker room and electronic communication policies must be followed
- All staff and volunteers must pass background checks and complete SafeSport training

GRIEVANCE and DISCIPLINARY PROCEDURES:

- A formal process for addressing complaints or disputes
- Clear steps for investigation, resolution, and appeals
- Consequences for violations of team policies

NON-RECORDING OF LIVE SWIM SESSIONS, CLASSES, AND CLINICS AGREEMENT: You acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any Burbank Aquatics Masters' sessions or activities, whether in person or online, is strictly prohibited without the prior written consent of an authorized corporate officer of Burbank Aquatics Masters. This includes even temporary recording/transmission via services such as SnapChat, TikTok, Facebook, or Instagram. For

avoidance of doubt, individual Burbank Aquatics Masters' instructors and locations are not authorized to provide such consent. You are, however, permitted to record and post lawful, non-offensive content related to your participation in a Burbank Aquatics Masters swim session before and/or after a class with the consent of each participant who is identified in your content.

- Personal, non-commercial photos before or after practice are allowed, provided consent is obtained from anyone identifiable
- Written consent from an authorised officer is required for any recording of live sessions, coaching, or team activities during practice or clinics. This is separate from the individual consent you must obtain from any identifiable person in personal photos or short videos taken before or after a session.

Any violation of this policy is grounds for exclusion from participation in any Burbank Aquatics Masters activities. You further agree to indemnify, defend, and hold harmless Burbank Aquatics Masters, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or other actions, and all resulting loss, damage or cost of any kind (including reasonable attorneys' fees), resulting from your violation of this policy.

PERSONAL BELONGINGS: You agree that we are in no way responsible for the safekeeping of your personal belongings while you are present in the facilities. You assume all risk of loss for any of your personal belongings.

Merchandise purchased in-person or online from Burbank Aquatics Masters is non-refundable. Burbank Aquatics Masters does not accept exchanges in size, color, or any other variability. Defective items will be replaced or refunded in accordance with applicable consumer laws. We encourage purchasers to try on merchandise before purchasing.

Additional team policies, including but not limited to locker room, electronic communication, and SafeSport policies, are set out in the Burbank Aquatics Masters Policies & Procedures, which are incorporated into these Terms by reference and may be updated from time to time. The current version is available on our website or upon request.

5. MOBILE SERVICES & MESSAGING AGREEMENT

Some of the Services may be available via your mobile phone, including but not limited to (i) the ability to book and/or purchase Burbank Aquatics Masters via your mobile phone, (ii) the ability to receive and reply to Burbank Aquatics Masters messages, (iii) the ability to browse Burbank Aquatics Masters from your mobile phone and (iv) the ability to access certain Burbank Aquatics Masters features through a mobile application you have downloaded and installed on your mobile phone (collectively the "Mobile Services"). We do not charge for the Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your

carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services.

MESSAGING AGREEMENT: You consent to sending and receiving SMS messages and or emails containing class confirmations, exclusive content, promotional offers, and other content to and from us. Message and data rates may apply. To opt out, you may reply STOP at any time. You understand and agree that text messages sent to your mobile phone/device may be generated using automated technology. Your consent to receive text messages is not required to make a purchase or attend any Burbank Aquatics Masters' facility.

Users can also opt out of marketing emails via unsubscribe links. Operational messages (for billing, safety, schedule changes) may still be sent even opting out of marketing emails.

6. TERMINATION & SURVIVAL

We may terminate your access to the Services at any time, in our sole discretion, without cause or notice. You may terminate your account or any membership that you have purchased (in accordance with the Membership Agreement Terms) either in person or by emailing the BAM team at burbankaquaticsmasters@gmail.com. We do not accept membership terminations over the phone. We may terminate your account or membership at any time, without warning, if you breach the Terms of Service. If we terminate your account or membership because you have breached the Terms of Service, you will not be entitled to a refund of any fees or for any unused portion of any membership packages or class packages.

The following provisions will survive termination of this Agreement: Termination & Survival, Assignment, Intellectual Property Rights, Arbitration of Disputes Agreement, Governing Law*, Indemnification, Limitation of Liability, and any other provisions which by their nature should survive termination.

*Governing Law: This agreement is governed by the laws of the State of California, without regard to its conflict of law principles.

7. THIRD-PARTY SITES

Our Services may contain links to third-party sites that are not owned or controlled by us. We have no control over, assume no responsibility for, and do not endorse or verify the content, privacy policies, or practices of any third-party sites or services. We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Services by anyone other than us. We strongly advise you to read all third-party terms and conditions and privacy policies.

8. ASSIGNMENT

You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without prior written consent. Any attempted assignment or transfer without complying with the foregoing will be void. When permitted under the applicable law, we may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

9. FEES

You acknowledge that Burbank Aquatics Masters charges fees for its services and may change its fee from time to time, and subject to the applicable law, Burbank Aquatics Masters reserves the right to change its fees from time to time at its discretion.

10. NON-HARASSMENT POLICY

Burbank Aquatics Masters disapproves of any unwelcome, inappropriate and/or offensive conduct by its personnel or its members. If you believe you have been subject to unwelcomed, inappropriate, and/or offensive conduct by any Burbank Aquatics Masters personnel, including while participating in a Burbank Aquatics Masters swim session, class, or clinic at our pool, or any other Burbank Aquatics Masters-related context, we encourage you to clearly and promptly tell the person engaging in the conduct that is unwelcomed and offensive (if you are comfortable doing so). We also ask that you promptly notify a member of the BAM team at burbankaquaticsmasters@gmail.com

When making a report or complaint, we strongly recommend that you provide as much specific information as possible in writing, including the following regarding each alleged incident: date, time, place (specify pool location or time/type of swim session, class, or clinic), names of any witnesses, what was said or done, and any other relevant surrounding facts/circumstances.

Burbank Aquatics Masters will strive to appropriately investigate any reported incidents and seek to provide due process for all parties within 10 business days from submission. Burbank Aquatics Masters' responsive actions, however, cannot be known in advance, since they will vary depending upon the nature of the allegations. Burbank Aquatics Masters strives to maintain confidentiality throughout the investigative process to the extent practicable. However, our duty to investigate and take corrective action as appropriate may require the disclosure of certain information, and therefore confidentiality cannot be guaranteed. Retaliating against a complainant is prohibited and may be grounds for removal from the team.

Any disputes or complaints not resolved via this complaint process will be subject to the Arbitration of Disputes Agreement below.

11. ARBITRATION OF DISPUTES AGREEMENT

Please Read the Following Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

Initial Dispute Resolution. We are available by email at burbankaquaticsmasters@gmail.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. You and Burbank Aquatics Masters agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

Agreement to Binding Arbitration. If you and Burbank Aquatics Masters do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the immediately preceding paragraph, then either party may initiate binding arbitration. All claims arising out of or relating to your use of the Services (including the formation, performance and breach of arbitration agreement), your and our relationship and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and Mediation Procedure (“AAA Rules”), excluding any rules or procedures governing or permitting class actions.

Each party will have the right to use legal counsel in connection with arbitration at its own expense. You and Burbank Aquatics Masters shall select a single neutral arbitrator in accordance with the AAA Rules. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on you and us and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this arbitration agreement and all other agreements between you and Burbank Aquatics Masters shall be subject to the Federal Arbitration Act.

If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), Burbank Aquatics Masters will pay the additional cost. Updated copies of the rules are available for review from the AAA’s website (www.adr.org). If Burbank Aquatics Masters is required to pay the additional cost of the filing fees, you should submit a request for payment of fees to AAA along with your form for initiating the arbitration, and Burbank Aquatics Masters will arrange to pay all necessary fees directly to AAA. Burbank Aquatics Masters will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to AAA. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration.

You and Burbank Aquatics Masters understand that, absent this mandatory provision, you and Burbank Aquatics Masters would have the right to sue in court and have a jury trial. You and Burbank Aquatics Masters further understand that the right to discovery may be more limited in arbitration than in court.

Class Action and Class Arbitration Waiver. You and Burbank Aquatics Masters each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class, collective, or representative (“Class”) action, and you and Burbank Aquatics Masters each expressly waive our respective right to file a Class action or seek relief on a Class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a Class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and you and Burbank Aquatics Masters shall be deemed to have not agreed to arbitrate disputes.

Exception – California Private Attorneys General Act (PAGA) Action. Notwithstanding your and our agreement to resolve all disputes through arbitration, either you or we may seek relief in a court of law for a claim arising under California’s Private Attorneys General Act.

Exception – Small Claims Court Claims. Notwithstanding your and Burbank Aquatics Masters’ agreement to resolve all disputes through arbitration, either you or Burbank Aquatics Masters may seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

14 Day Right to Opt-Out. By agreeing to these Terms, you and Burbank Aquatics Masters agree to resolve most disputes through binding individual arbitration, not in court and not as part of a class action. You have the right to opt-out and not be bound by the arbitration and Class action waiver provisions set forth above by sending written notice of your decision to opt-out by emailing us at burbankaquaticsmasters@gmail.com and providing the following information: (i) your name, (ii) your mailing address; (iii) a statement of your wish not to resolve disputes with Burbank Aquatics Masters through arbitration. The notice must be sent within fourteen (14) days of your agreement to the Terms of Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Section. If you opt-out of these arbitration provisions, Burbank Aquatics Masters also will not be bound by them.

Exclusive Venue for Litigation and Governing Law. To the extent the arbitration provisions do not apply or you have opted out, any litigation between you and Burbank Aquatics Masters must be filed exclusively in the state or federal courts located in Los Angeles County, California, and governed by California law, without giving effect to any conflict-of-law principles (except small claims court actions which may be brought where you reside).

12. INTELLECTUAL PROPERTY RIGHTS

The content on the Site and mobile apps, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos interactive features and the like (“Content”) and the

trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Burbank Aquatics Masters, subject to copyright and other intellectual property rights under the law. Content on the website is provided to you as is for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the website and the Content. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the website or services provided by you to Company are non-confidential and shall become the sole property of Burbank Aquatics Masters.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. You agree not to circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the website or the Content therein.

13. ENTIRE AGREEMENT & NO WAIVER

The Terms of Service, together with our Privacy Policy (collectively, the “Agreement”), and any other legal notices published on the Services, shall constitute the entire agreement between you and us concerning the Services, and supersedes all prior terms, agreements, discussions and writings regarding the Services. If any provision of the Terms of Service is found to be unenforceable, then that provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect.

No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under the Terms of Service shall not constitute a waiver of such right or provision.

14. SERVICES INTERRUPTIONS

Our Services may be suspended temporarily or permanently without notice to you for security purposes, maintenance or repair, system failures, or other similar circumstances (collectively, “Service Interruptions”). You acknowledge and agree that you are not entitled to a refund or rebate related to such Service Interruptions.

15. INDEMNIFICATION

You agree to release, indemnify, and defend Burbank Aquatics Masters and any subsidiaries, affiliates, related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each (the “Burbank Aquatics Masters Entities”) from all third-party claims and costs (including reasonable attorneys’ fees) arising out of or related to: (1)

your use of the Services; (2) your conduct or interactions with other users of the Services; (3) your breach of this Agreement. We will notify you promptly of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

16. LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE BURBANK AQUATICS MASTERS ENTITIES TO YOU.

- By agreeing to this Agreement, enrolling online, and/or attending classes, events, activities, and other programs of Burbank Aquatics Masters, whether online or in a Burbank Aquatics Masters' facility or using Burbank Aquatics Masters' equipment, and/or by using the Services, you hereby acknowledge and agree on behalf of yourself, your heirs, personal representatives and/or assigns (collectively, "you" and/or "yourself"), that (a) there are certain inherent risks and dangers in the strenuous nature of Burbank Aquatics Masters' services and workout program; (b) you have voluntarily chosen to participate in an intense physical exercise program; (c) you understand that Burbank Aquatics Masters strongly recommends that you consult with a licensed physician prior to commencing any classes; (d) you have been fully informed of the strenuous nature of this exercise program and the possibility of adverse physiological occurrences including, but not limited to: abnormal blood pressure, fainting, heart attack or death; and (e) you assume all risk for your health and well-being, and fully release and hold harmless for any responsibility, cost or damages the Burbank Aquatics Masters Entities, its instructors, members and employees for any injury, harm or loss you may suffer, including death, as a result of participation in any Burbank Aquatics Masters' activities.
- If you are enrolling a minor (an individual who is not the age of majority in their jurisdiction of residence), the above release applies equally to said minor. No one under 15 years of age may participate. A minor 15-17 years of age may participate only with a parent or legal guardian present.
- We are providing the services, including the site and mobile apps, on an "as is" and "as available basis", without warranty of any kind, express or implied.
- We make no promises with respect to, and expressly disclaim all liability for: (1) products, services, information, programming, and/or anything else provided by a third party that is accessible to you through the Services; or (2) the quality or conduct of any third party you encounter in connection with your use of the Services.
- You agree that to the maximum extent permitted by law, Burbank Aquatics Masters Entities will not be liable to you under any theory of liability. Without limiting the foregoing, you agree that, to

the maximum extent permitted by law, Burbank Aquatics Masters Entities will not be liable for any indirect, incidental, consequential, special, or exemplary damages, loss of profits, business interruption, reputational harm, or loss of data (even if foreseeable) arising out of or in any way connected with your use of, or inability to use, the Services.

- Your sole remedy for dissatisfaction with the Services is to cease use of the Services
- Without limiting the foregoing, Burbank Aquatics Masters Entities' maximum aggregate liability to you for losses or damages that you suffer in connection with the services is limited to the amount paid to use in connection with the services in the twelve (12) months prior to the action giving rise to liability.
- Some jurisdictions do not allow limitations on implied warranties or exclusions of liability for certain types of damages. As a result, the above limitations and exclusions may not apply to you in whole or in part
- This limitation shall apply regardless of the form of action, whether in contract, tort, or otherwise

17. SPECIAL LIMITATION OF LIABILITY DURING THE COVID-19 PANDEMIC AND OTHER POTENTIAL DISEASE STRAINS AND/OR ALLERGIC REACTIONS

Burbank Aquatics Masters takes the spread of any disease including but not limited to the coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of disease including COVID-19; however, Burbank Aquatics Masters cannot guarantee that you, your family, or your guests will not become infected with COVID-19 or any other disease strains and/or allergic reactions. It is possible that attending swim sessions, classes, events and activities at Burbank Aquatics Masters may place you in close physical contact with other members, attendees and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19 or other disease strains and/or allergic reaction. You acknowledge the contagious nature of COVID-19 and many other disease strains and voluntarily assume the risk that you, your family members and/or your guests may be exposed to or infected by COVID-19 or other disease strains that is transmissible from close contact with others at Burbank Aquatics Masters' pool or surfaces they have contacted and that such exposure or infection could result in personal injury, illness, permanent disability, and death. You understand the risk of becoming exposed to or infected by COVID-19 or other disease that is transmissible from close contact with others or surfaces they have contacted at Burbank Aquatics Masters may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, Burbank Aquatics Masters' employees, members, and attendees.

By signing this document, enrolling online, and/or attending in person swim session, classes, events, activities, and other programs and/or entering the Burbank Aquatics Masters' facilities and using equipment, you voluntarily agree, on behalf of yourself, your heirs, personal representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks and

accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you or your family members in connection with attendance at Burbank Aquatics Masters or as a result of participation in Burbank Aquatics Masters' programs ("Claims"); and (b) covenant not to sue, Burbank Aquatics Masters its instructors, clients, and employees, from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, based on the actions, omissions, or negligence of Burbank Aquatics Masters, its instructors, members, and employees, whether a COVID-19 infection or infection from another disease occurs before, during, or after attending Burbank Aquatics Masters' facilities or participating in any Burbank Aquatics Masters' program.

18. HEALTH WARRANTY

You hereby acknowledge that you represent that you are in good physical condition and have no known condition preventing safe participation. In addition, you have been found to be in good health and have no disability, impairment, injury, disease or ailment preventing you from engaging in active or passive exercise in the heat or otherwise or which would cause increased risk or injury or adverse health consequences as a result of use of the Burbank Aquatics Masters' facility. In the event you are pregnant, you have a duty to not attend a Burbank Aquatics Masters' facility until you have discussed the risks with your obstetrician and you will follow your doctors recommendations and will not hold Burbank Aquatics Masters responsible for any injuries to yourself or your fetus caused in whole or in part by your failure to follow your doctors recommendations.

In addition, by entering any Burbank Aquatics Masters' facility, you agree to notify the coaches of any known exposure to an infectious disease that may impact the performance of this agreement. Burbank Aquatics Masters and you shall comply with all applicable public health guidelines, including those issued by the CDC, WHO, and local health authorities.

19. SEVERABILITY AND WAIVER

A failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction 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 of the remaining provisions.

20. NOTIFICATIONS

We may provide notifications to you as required or permitted by law via email to the primary email address associated with your account, mobile notification, hard copy or posting of such notice on our Services. Burbank Aquatics Masters is not responsible for any automatic filtering that you or your network provider may apply to such notifications.

21. INTERPRETATION

In construing or interpreting the Terms of Service, headings are for convenience only, and not to be considered.

22. CONTACTING US

If you have any questions about the Terms of Service in relation to the Services, the Site, or App(s), please contact us at: burbankaquaticsmasters@gmail.com.

23. ACKNOWLEDGEMENT

By checking this box, I acknowledge that I have read and agree to the Burbank Aquatics Masters Terms of Service and Liability Waiver.

Name _____

Signature _____