

College Greens Swim and Racquet Club Liability Release Agreement and Waiver Form

The undersigned, as parent, guardian, or participant is familiar with swimming and the College Greens Swim and Racquet Club and its various clinics, lessons, fundraisers, and outside recreational activities (collectively, the **"College Greens Swim and Racquet Club"**, or **"CGSRC"**), and in consideration of being permitted to participate in activities at the **CGSRC**, agree with the **CGSRC** as follows:

I hereby waive, release and discharge on behalf of myself, my spouse, my child(ren) and/or my ward(s) (the **"Releasors"**), any and all claims, demands, causes of action for damages, personal injury, death or damage or loss to property which Releasors may have as a result of the participation of any Releasors in activities at the **CGSRC**. This Liability Release Agreement and Waiver shall inure to the benefit of the **CGSRC** and each of its coaches, participants, employees, agents, officers, volunteers, and directors (the **"Releasees"**). ***This liability release and waiver is intended to and shall discharge in advance the Releasees from any and all liability to the Releasors, and any and all third persons arising out of or in any way connected with participation in activities at the CGSRC, whether or not any liability may arise out of passive or active negligence, carelessness or omission on the part of the Releasees. It is agreed that participating in activities at the CGSRC involves an element of risk. I understand that incidents, including events of a serious and life-threatening nature, occur during swimming events, around swimming pools, and during the use of swimming pools due to, not by way of limitation, slips, falls, collisions, drowning, and other water-related hazards. Knowing the risks involved in the activity of swimming, the Releasors hereby expressly assume all such risks.*** Releasors also assume all risks associated with other aspects of the **CGSRC**, including without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with the **CGSRC** or its coaches, parents or volunteers. Releasors further agree to hold the Releasees harmless and shall defend and indemnify them from any loss, liability, damage, cost or expense which they may incur (notwithstanding their own active or passive negligence or carelessness) as a result of any injury or death to person or damage to property which may be sustained by the Releasors while participating in activities at the **CGSRC**. This Liability Release Agreement and Waiver shall be binding on my heirs, successors and assigns. Releasors agree to accept and abide by the rules and regulations of the **CGSRC**.

If any of the participants listed below or in the application for membership to the **CGSRC** is under the age of 18 years, I further represent that I have the authority to execute this document on the behalf of the participant(s); said participant(s) is/are physically able to participate in activities at the **CGSRC** and all of the terms of this Liability Release Agreement and Waiver shall apply in the event of death or injury or property damage which said participant(s) may sustain while participating in activities at the **CGSRC**.

Print the names of minor children for whom you are completing this form:

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

Photos: **CGSRC** reserves the right to photograph participants in activities at the **CGSRC** for potential future use. All photos will remain the property of the **CGSRC** and may be used on promotional materials, including the **CGSRC** website.

Medical Release: The undersigned hereby authorizes the **CGSRC** to consent to any emergency medical care, which may be deemed necessary for the above named participants while under the supervision of the **CGSRC**. I understand that reasonable attempts will be made to contact me and/or the authorized contact person(s) listed on the membership application before using this consent.

I HAVE CAREFULLY READ THIS LIABILITY RELEASE AGREEMENT AND WAIVER, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING FUTURE LIABILITY, AND A CONTRACT BETWEEN MYSELF AND THE COLLEGE GREENS SWIM AND RACQUET CLUB, AND I EXECUTE IT OF MY OWN FREE WILL.

Print Name: _____ **Signature** _____ **Date** _____