



AQUATICS WAIVER AND LIABILITY RELEASE

PARTICIPANT INFORMATION:

Name (First, Last): _____ Age: _____ Birth Date: _____

Parent/Guardian Name (if participant is a minor): _____

Phone: _____ Email: _____

Allergies: _____ Medications: _____

Other Health/Special Needs: _____

EMERGENCY CONTACT INFORMATION:

Emergency Contact Name: _____ Relationship: _____

Phone: _____ Email: _____

TERMS & SPECIFICATIONS:

I, the undersigned, do hereby allow myself and/or my minor child to participate in the City of San Marcos Pool Activity (Activity), and further understand and agree to the following on behalf of myself and/or my minor child:

Rules and Regulations: Participant and the members of Participant's group or organization (collectively, "Participant"), individually and collectively, agree that participant will comply with all rules and regulations of the City of San Marcos Parks & Recreation Department, including Policies and Regulations for Use of the Aquatic Facilities and Pool Rules and Safety Regulations.

Waiver and Liability Release: Participant(s), individually and collectively, agree to unconditionally waive, release and discharge any and all rights that participant and/or participant's heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, and/or to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, City Parties) as a result of participant's use of the City facilities, services and equipment and/or participation in the Activity.

Indemnification: Participant(s), individually and collectively, hereby agree that they shall indemnify, defend, and hold the City Parties harmless from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees and witness costs arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

Assumption of Risk: Participant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Participant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.

Photograph Release: Participant(s), individually and collectively, hereby give the City of San Marcos the absolute right and permission to use their photograph(s) in its promotional materials and publicity efforts. Participant(s) understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, and electronic media including city website or other form of promotion. Participant(s) release the City Parties, the photographer, its officers, employees, agents, and designees, from liability for any violation of any personal or proprietary right Participant(s) may have in connection with such use.

False Information: Participant(s), individually and collectively, agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information to the City.

By signing below, I certify that I have carefully read the Terms and Specifications section of this form, fully understand its contents, and voluntarily agree to its terms. No promise or inducement has been made to me in return for the express release of these rights. If signing as a Parent/Guardian, I certify that I have custody or am the legal guardian of the minor participant and have authority to sign this form on behalf of said minor.

Print Name

Signature

Date