

INDEMNIFICATION AGREEMENT

Participant or Guardian/Parent agrees to defend, indemnify and hold harmless the City and County of Honolulu, its officers, directors, employees, representatives, agents, and assigns from any and all causes of action, claims, demands, losses, or costs of any nature whatever caused by, arising out of, or in any way related to Participant's use of the swimming facilities. Participant or Guardian/Parent agrees that its duty to defend, indemnify and hold harmless the City and County of Honolulu under this Agreement includes all attorney fees, costs, judgments for bodily injury, death or property damage or loss, and any sums expended by or assessed against the City and County of Honolulu for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City and County of Honolulu arising out of or in any way related to Participant's use of the swimming facilities.

Participant or Guardian/Parent acknowledges that Participant or Guardian/Parent has carefully read this express assumption of risk, release of liability and indemnification agreement and understands its contents. Participant or Guardian/Parent acknowledges that by signing this Agreement, Participant or Guardian/Parent is giving up substantial legal rights that Participant or Guardian/Parent might otherwise have.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

☐ I am signing this Express Assumption of Risk, Release of Liability, and Indemnification Agreement for myself as Participant. I acknowledge that I am 18 years of age or older and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

☐ I am signing this Express Assumption of Risk, Release of Liability, and Indemnification Agreement on behalf of a Participant who is under 18 years of age. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian or Parent of Participant

Date

**City and County of Honolulu
Department of Parks and Recreation
Swimming Express Assumption of Risk, Release of Liability,
and Indemnification Agreement**

**IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND
BEFORE SIGNING.**

Participant:

Name: _____ Age: ____ Gender: M ____ F ____

Parent/Guardian Name (if participant is under 18) _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____ Phone: _____

For and in consideration of the permission granted to Participant by the City and County of Honolulu ("City") to use City swimming facilities, including but not limited to the use of the swimming pool, equipment, facilities and the premises (collectively "swimming facilities"), the Participant or Legal Guardian/Parent of Participant ("Guardian/Parent") agrees:

EXPRESS ASSUMPTION OF RISK

Participant or Guardian/Parent understand and acknowledge that there are significant risks and hazards associated with the sport of swimming and the use of swimming facilities, which could result in personal injury, illness, death or damage to the Participant. These risks and hazards include, but are not limited to, minor injuries; drowning; head, neck, or back injuries, including resulting paralysis; severe cardiovascular stress; slipping and falling; contact with other participants; injury/illness arising out of the condition of the swimming facilities; and injury resulting from possible malfunction of equipment used in the swimming pool. Participant or Guardian/Parent also understand that, no City lifeguard or City employee will be present to supervise Participant's use of the swimming facilities and that Participant's use of the swimming facilities is not in conjunction with a City sponsored activity and that the risk of harm or serious injury is therefore increased. Participant or Guardian/Parent, acknowledging the risks and hazards involved, freely and voluntarily agrees to assume and accept any and all risks and hazards associated with the use of the swimming facilities. Participant or Guardian/Parent certifies that Participant is in good medical and physical condition, and the use of the swimming facilities does not pose any danger to Participant's health.

RELEASE OF LIABILITY

Participant or Guardian/Parent, on behalf of Participant, Participant's heirs, representatives, executors, administrators, and assigns, hereby releases, discharges and holds harmless, the City and County of Honolulu, its officers, directors, employees, representatives, agents, and assigns, from any cause of action, claim, or demand of any nature whatsoever, they may now have, or have in the future, against City and County of Honolulu on account of personal injury, property damage, death, or accident of any kind, caused by, arising out of, or in any way related to Participant's use of the swimming facilities, whether that use is supervised or unsupervised, however the injury or damage is caused.