

# SwimMAC Liability Waiver and Media Release

**By checking the box in the registration process, you agree to the following:**

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the competitive team. I understand and agree that I/Athlete will engage in physical activities, which may pose a risk of harm. I/Athlete understands that these activities include but are not limited to: participating in competitive team activities in various facilities, including physical and/or athletic activities and games in and out of the water, and traveling to and from competitive team events. I further understand and agree that the risks involved in the competitive team may include, but are not limited to: travel to and from the competitive team sites, including via private vehicle and/or common carrier, injury resulting from athletic, physical or other game-like activities as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards, injuries resulting from loss of balance and footing during physical activity, injuries due to conditions of equipment, unpredictability of weather and conditions, wildlife, first aid operations or procedures of SwimMAC, its directors, officers, employees, agents, volunteers, and any other athletes (hereinafter referred to as "Releasees"), and that there may be other risks not known to me or not reasonably foreseeable at this time. By participating, I/Athlete could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Releasees' actions or inactions, but also the actions, inactions, negligence or fault of others, the conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and I/Athlete understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I/Athlete may sustain by any means is my sole responsibility except for those occurrences due to Releasees' gross negligence or intentional acts.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my/Athlete's participation in the competitive team because it includes physical activities, some of which may be dangerous and which may expose me/Athlete to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the competitive team site(s), including via private vehicle, and/or common carrier, injury resulting from athletic, physical or other game-like activities as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards, injuries resulting from loss of balance and footing during physical activity, injuries due to conditions of equipment, unpredictability of weather and conditions, wildlife, first aid operations or procedures of Releasees and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my/Athlete's participation on the competitive team.

**INDEMNITY:** I, on behalf of myself and the Athlete, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/Athlete may suffer as a result of my/the Athlete's participation on the competitive team, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

**Release and waiver of Liability:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees (defined in the Informed Consent section above) and/or Queens University for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/the Athlete may suffer as a result of my/Athlete's participation in the competitive team, including, but not limited to, practices, meets, travel trips, and other team activities, or while the Athlete is using facilities owned, leased or used by SwimMAC Carolina, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE COMPETITIVE TEAM PROGRAM, OR ANY ADJUNCT TO THE COMPETITIVE TEAM PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I/my minor child sustain as a result of my own negligent acts.

**PERSONAL MEDICAL INSURANCE.** I agree to purchase and maintain during the competitive team season personal medical insurance for myself/Athlete. I further acknowledge that I am responsible for the cost of any and all medical and health services I/Athlete may require as a result of participating in the Program.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I/Athlete am/is physically and mentally fit to participate in the competitive team and that I/Athlete do not/does not have any medical record of history that could be aggravated by my participation on the competitive team.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the competitive team program location or off-site competitive team activity location. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Releasees deem necessary for my/Athlete's safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**SPECIAL ASSISTANCE:** Individuals needing special assistance (e.g., ADA, allergies, etc.) should notify SwimMAC Carolina.

**Media Release:** I hereby irrevocably authorize SwimMAC Carolina to use photographs and/or video of me, the Athlete, and/or my property and authorize the club and its assignees, licensees, legal representatives and transferees to use and to publish (with or without my name, Athlete name, company name, or with a fictitious name) photographs, pictures, portraits or images herein described in any and all forms of media and in all manners including composite images or distorted representations and for the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form or internet websites), for any product or services, or other lawful uses as may be determined by SwimMAC Carolina. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

By registering for the SwimMAC Carolina competitive team through the Team Unify website, I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I certify that I have custody of Athlete or am the legal guardian of Athlete by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY SWIMMAC CAROLINA.**