

## **Walnut Creek Swim Conference Participant Release of Liability**

(Please Read Before Registering - Completion of registration will be considered by all parties as your electronic agreement and signature)

In consideration of my child(ren) being allowed to participate in the Walnut Creek Swim Conference and the member team programs and related events and activities, I, the undersigned being the parent/guardian of the below named participant, or I am the participant 18 years or older, acknowledge, and agree that:

1. Voluntarily Agree to Participate. The participant is in good physical condition, physically fit, has been sufficiently trained for participation in Swim Team Related Activities. I voluntarily give permission for him/her to participate in Swim Team Related Activities. Swim Team Related Activities includes events of the Walnut Creek Swim Conference and the member team program, including but not limited to, swim practices, swim meets, swim team social events, and any other events described on the member team events calendar.

2. Assumption Of Risk. I am aware of the inherent risks of injury, death, and property damage involved in participating in Swim Team Related Activities and aquatic events involved in this program, including without limitation risks due to (1) lack of swimming ability; (2) the participant's preexisting physical health condition; (3) weather; (4) water and pool conditions (including temperature, currents, waves and pollution); (5) collisions with other participants; (6) impacts with hard surfaces; (7) negligent supervision; and (8) slips and falls. These inherent risks may be the result of competition or practice. The pool deck, bottoms, sides, diving boards and starting blocks cannot guaranteed to be smooth or free of defects, and there is a risk of injury as a result of tripping or striking an object. There are unpredictable dangers involved in this activity.

If I observe an unusual or significant hazard, I will bring it to the attention of the nearest official and will remove the participant from participation, if necessary, to avoid any risk of injury to the participant and possibly to other participants.

I am aware of the risks of injury, death and property damage that may result from, among other causes, the active or passive negligence of the Walnut Creek Swim Conference and member team program, which includes each of their officers, directors, employees, agents, contractors, coaches, lifeguards, parent volunteers, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct Swim Team Related Activities (collectively, "Released Parties"), including without limitation the risk of negligent instruction or supervision.

I am voluntarily authorizing my child(ren), or agreeing if I am 18 years or older, to participate in all Swim Team Related Activities with knowledge of the risks of injury, death, property damage, and other risks, and assume any and all known and unknown risks of injury, death and property damage that may result from Swim Team Related Activities.

3. Release Of Liability. I release Released Parties from all liability to me, my child, my guests, my dependents and the participant for all liability, claims, damage, demand for personal injury, death or property damage, arising from or related to this agreement or to Swim Team Related Activities, whether the injury, death, or property damage occurs on or off the member team's premises or the premises of any other member team of the Walnut Creek Swim Conference. This Release includes without limitation, any personal injury, death or property damage caused by the active or passive negligence of any of the Released Parties. I bear the sole responsibility for any loss. This release does not apply to any willful or intentional misconduct or serious or reckless disregard of another's safety.

4. Medical Release. In the event of an emergency, I authorize the Walnut Creek Swim Conference or member team program to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for the participant's immediate care and agree that I will be financially responsible for payment of medical services rendered.

5. Indemnification. I agree to indemnify and hold harmless the Walnut Creek Swim Conference, the member team program and the Released Parties from all liability for personal injury, including injuries resulting in death to me, my child(ren) and/or other family members, or damage to my property, the

property to my child(ren) and/or other family members, or both, while I (or my child(ren) or family members) participate in Swim Team Related Activities. I further agree to indemnify and hold harmless the Walnut Creek Swim Conference, the member team program and the Released Parties against any claims or rights of action for damages which my participant child, or non-participant child, may have before or after she reaches the age of majority.

6. Knowing and Voluntary Execution. I acknowledge that I have carefully read this agreement, understand its contents, and understand that this agreement includes an assumption of risk of the Released Parties' active or passive negligence and a release of their liability. I acknowledge that the Walnut Creek Swim Conference and the member team program are materially relying on this waiver to allow the participant to engage in Swim Team Related Activities. This release is binding upon me, my child, my guests, the participant, my heirs, dependents and assigns.

I HAVE FULLY READ THIS RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(Under age 18 at time of registration)

List child(s) name(s):

This is to certify that I, as parent/guardian with legal responsibility for this participant, consent and agree to his/her release, as provided above, of all Released Parties, and, for myself, my heirs, guests and dependents. I release and agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to my minor child's involvement or participation in Swim Team Related Activities as provided above, EVEN IF arising from the negligence of the Released Parties, to the fullest extent permitted by law.

**X Completion of registration will be considered by all parties as your electronic agreement and signature**