

## **Agreement, Waiver, and Release of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver and Release of Liability: In consideration of being permitted to use the property, facilities, staff, equipment and services of the Covered Bridge Swim Club, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge the Covered Bridge Swim Club, it's directors, officers, employees, and agents from liability for any and all claims and damages, including those caused by the negligence of the Covered Bridge Swim Club, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, swim team, classes, observation, and use of facilities, premises or equipment.

Assumption of risk: Swimming and physical activity, by its very nature, carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another but the risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. I know, understand, and appreciate that these and other risks are inherent in the activities made possible by the Covered Bridge Swim Club. I hereby assert that my participation in these activities is voluntary, and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify, hold harmless, and defend the Covered Bridge Swim Club from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which arise out of my use of the property, facilities, staff, equipment or services of the Covered Bridge Swim Club, or that arise out of such use by any minor children of which I am the parent or guardian.

Rules and regulations: I agree that I, and any guests or minor children of which I am the parent or guardian, will fully comply with all such Rules and Regulations and with the signage posted at the pool.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am agreeing to the above freely and voluntarily, and intend that by joining as a member of Covered Bridge Swim Club, I am agreeing to a complete and unconditional waiver and release of all liability, as described herein, to the greatest extent allowed by the law.

By purchasing my membership I also attest I have reviewed the rules, bylaws and the Agreement, Waiver, and Release of Liability, Assumption of Risk, and Indemnity Agreement with all persons on my membership and have the authority for purposes of this membership to act on their behalf. By joining the Covered Bridge Swim Club, I along with those listed on my membership, including all minor children of whom I am the parent or guardian, agree to the terms.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME(S) OF MINOR CHILD(REN): \_\_\_\_\_

IF A GUEST, FULL NAME OF CBSC MEMBER YOU ARE ATTENDING WITH TODAY: \_\_\_\_\_