

(Print Name of Participant)

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, the undersigned participant and parent request voluntary participation for a minor to participate in the events, which are hereinafter referred to as the "activities" sponsored by Daland Swim School. I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the Daland Swim School staff, before I sign this document and before any activities begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Daland Swim School, the coaches and their members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in these activities, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor

Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) or Activity is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that the Daland Swim School is not responsible for personal property lost, damaged, or stolen while parents/guardians/visitors and participants are using Daland's facilities, on Daland premises, or involved in Daland programs. I give my permission to Daland Swim School to use without limitation or obligation, photographs, film footage, or tape recordings, which may include my or my children's image or voice for the purposes of promotion or interpreting Daland programs.

(Print name of parent / guardian / self)

(Signature of parent / guardian / self)

(Date - Month / Day / Year)