

2023 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of SLV Swim Center and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

2. I, MYSELF AND/OR CHILDREN, WILL NOT COME TO THE PARTY IF ANYONE IN THE HOUSEHOLD HAS A FEVER, RUNNY NOSE OR COUGH; and,

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

4. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If I, however, observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS SLV Swim Center their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. In consideration of your acceptance for enrollment in the SLV Swim Center Swim Program, I, my heirs, executor and administrator agree to aware and understand that activities involving Swimming are dangerous and involve risk of drowning, serious injury and/or death. I acknowledge that I am voluntarily participating in the activities with the knowledge of the dangers involved and hereby accept and assume any and all risks of injury including death, even if arising from the negligence of the releasees.

7. I expressly waive and release any and all claims against SLV Swim Center and its owners, managers, officers, employees, agents, affiliates, successors, and assigns (collectively, releases), on account of injury or death arising out of or attribute to my participation in the activities. Whether arising out of the negligence of the SLV Swim Center or any releases or otherwise. I covenant not to make or bring any such claim against SLV Swim Center or any other release and forever release, discharge and hold SLV Swim Center and other releases harmless from liability under such claims.

8. I hereby authorize any representatives of SLV Swim Center to have the participant treated in any medical emergency during his/her participation in the activities. Further, the participant and/or parent/guardian agrees to pay all costs associated with medical care for and transportation of the participant. I have notified SLV Swim Center of any medical/health problems of which the SLV Swim Center's staff should be aware prior to participating in the Swim Program.

Release of Liability

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

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Signature : _____ Date : _____



You're invited
to a
POOL PARTY
to celebrate

_____ (name)

on _____, from _____ to _____ (date) (times)

R.S.V.P to:

AT SLV



9050 Hwy 9
Ben Lomond, CA.
(831) 278-0139
slvswimcenter.com