

Sugar Creek Gator Swim Team Waiver

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring any action (in a court of law, arbitration or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your and/or your child's/children's participation on the Sugar Creek Gator Swim Team ("Swim Team"), now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that my and my child's/children's participation on the Swim Team and utilization of the Sugar Creek Country Club facilities and swimming pool comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with use of the facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participating on the swim team, the use of the facilities and swimming pool and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating with the Sugar Creek Gator Swim Team and Southwest Houston Recreational Swim League and utilizing of the facilities and swimming pool and accessing Sugar Creek Country Club's facilities could increase the risk of contracting COVID-19.** The Sugar Creek Gator Swim Team in no way warrants that COVID-19 infection will not occur through swimming or attendance of accessing Sugar Creek Country Club's facilities and swimming pool.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my and my minor child's/children's participation on the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and use of the Sugar Creek Country Club's facilities and swimming pool, I, _____, the undersigned on behalf of myself and my minor child/children listed below, agree to release and on behalf of myself, my child/children, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and Sugar Creek Country Club, its officers, board members, coaches, directors, shareholders, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and Sugar Creek Country Club, account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the participation on the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and the use of the Sugar Creek Country Club's facilities and swimming pool/equipment whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. In consideration of my and/or my child's/children's' participation on the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and use of Sugar Creek Country Club's facilities and swimming pool, I, the undersigned participant, agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my or my minor

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child's/children's participation on the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and the use of Sugar Creek Country Club's facilities and swimming pool.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my and my minor children's participation on the Sugar Creek Gator Swim Team, the Southwest Houston Recreational Swim League and use of Sugar Creek Country Club's facilities and swimming pool and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I or my minor child/children sustain while participating in attendance to the facility and swimming pool, and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which may preclude my or my minor child's/children's safe participation in swimming and/or attendance to the facilities and swimming pool.

I further certify that I am of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding, I have been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certify that I am signing this agreement, after having carefully read and understood it, of my own free will.

MISCELLANEOUS

The Waiver and Release Form shall be construed in accordance with and subject to the laws of the State of Texas. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by a court of competent jurisdiction to be illegal, null, or void against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

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Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

By signing below the parent or court-appointed legal guardian agrees that they are also subject to all the terms of this document, as set forth above.

Parent(s)/Guardian(s): Print Name _____/CELL# _____

Parent Signature: _____

PRINT: Names of Child/Minor and Date of Birth _____

PRINT: Names of Child/Minor and Date of Birth _____

PRINT: Names of Child/Minor and Date of Birth _____

PRINT: Names of Child/Minor and Date of Birth _____

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