

# AQUATIC WAIVER AND RELEASE OF LIABILITY - Minor

## **Dolphin Swim Club**

Participant's Name \_\_\_\_\_ Phone \_\_\_\_\_

Name of Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Phone Number (\_\_\_\_\_) \_\_\_\_\_ Age \_\_\_\_\_

We the undersigned, certify that we are the parent or legal guardian of the above named child, that he/she is in good physical condition and we, therefore, give our permission for him/her to participate in the program marked above.

We hereby acknowledge that the above named child has voluntarily applied to participate in aquatic activities in conjunction with the above named team.

We are aware that serious accidents occasionally occur during aquatic activities; and that participants occasionally sustain serious personal injury or death and/or property damage, as a consequence thereof. We understand that included among the dangerous elements of aquatic activities are risks associated with weather, water conditions, including temperature, currents, waves and pollution, of injury as a result of being struck by another swimmer/diver or his/her equipment. Additionally, we understand that there is a risk of injury to muscles, tendons, ligaments, joints, ankles, knees, and legs while practicing and competing. We understand that the pool deck, bottom, sides, diving boards and starting blocks cannot be guaranteed to be smooth or free of defects, and that there is the risk of injury as a result of tripping or striking an unknown object. We understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in this sport. If, however, we observe any unusual and/or significant hazard we will bring such to the attention of the nearest official immediately and remove the above named child from participation if necessary.

In consideration of the above named child's participation in aquatic activities, we voluntarily release the team indicated above, the City of Brentwood and/or its officers, agents, employees and volunteers from any and all liability for injuries or death, or property damage resulting from or in any way connected with the above named child's participation in aquatic activities, that this waiver and release is applicable even though the negligent activities of team named above, the City of Brentwood, and/or its officers, agents, employees or volunteers may have caused or contributed to the injury or death or property damage, and this document is binding on my heirs and dependents as well as myself. We freely and voluntarily expressly assume all the risks of participating in these aquatic activities.

We also certify that the above named child is physically fit, has sufficiently trained for participation in this aquatic activity and has not been advised otherwise by a qualified medical person. We authorize you to call our family physician in case of emergency.

We understand that during practice and competition or related activities, the above named child may be photographed. We agree to allow photo, video or film likeness of the above named child to be used for any legitimate purpose by the program officials, producers, sponsors, organizers and or assigns.

Lastly, we agree to accept and abide by the rules and regulations of the team named above and the City of Brentwood.

**WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

Signature of Parent or Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Family Doctor \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

2/23/01 Child