

JSSL Waiver and Release

The Cupertino Hills Sharks Swim Team is a member of the Junipero Serra Swim League ("JSSL"). The JSSL consists of Brookside Club of Saratoga, Cupertino Hills Swim and Racquet Club, Eichler Swim and Tennis Club, Greenmeadow Community Association, Laurelwood Cabana Club, and Saratoga Woods Swim Club.

The League requires all member clubs to obtain a waiver and release of liability from each swimmer who will participate in any Cupertino Hills and/or JSSL League swim team activity in favor of the League and all member clubs, officials, coaches, and representatives. This means that upon joining the Cupertino Hills Swim Team, you agree, on behalf of you and your child, not to make any claim arising out of an injury to your child during swim team activities against the League, its member clubs or associated persons.

RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to participate in any way in JSSL program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

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,

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

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

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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Name and age of Swimmer(s) _____

PARENT/GUARDIAN'S Signature _____

Date _____