

AquaSol
Swim Team
WAIVER AND RELEASE OF ALL LIABILITY

I, _____, on behalf of myself and my child, _____, have voluntarily requested to participate in the AquaSol swim team (hereinafter, the Activity). I am aware that attendance or participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that attendance or participation in the Activity could result in personal injuries, including death, and property loss or damage. I voluntarily accept and assume all risk from attending or participating in the Activity.

In consideration of being permitted to participate in the Activity, I agree, on behalf of myself, my spouse, dependents, heirs, personal representatives, and assignees, to hold AquaSol and its employees, officers, directors, shareholders, insurers, agents, contractors and servants, members and board members (collectively referred to as the Released Parties) harmless from any and all liability, actions, claims and demands of every kind and nature that may arise out of the Activity to the maximum extent permitted by law. Therefore, I am agreeing not to sue the Released Parties for any personal injury or property damage, even if Released Parties negligence contributed to the injury or damage, resulting from my child's and/or my attendance or participation in the Activity.

I agree to release AquaSol from all claims, whether known or unknown. Therefore, I specifically waive Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this waiver form are severable and if any one or more provisions are determined to be unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions shall be binding and enforceable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT RELEASES AQUASOL AND OTHERS FROM ALL LIABILITY RELATED TO MY AND MY CHILD'S ATTENDANCE AND PARTICIPATION IN SWIM TEAM.

Name of Participant/Child _____

Date

Signature of Parent / Legal Guardian

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