

Shadow Brook Swim Club
WAIVER AND RELEASE OF LIABILITY
Fall Season 2022

Record locator: St. No. & Name only

In consideration of the risk of injury while participating in Lap [and if offered at a later date, Family Swimming] without a Lifeguard Present (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself and for those I am the legal guardian of, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation or the participation of individuals who I am the legal guardian of in the Activity, and do hereby release and forever discharge Shadow Brook HOA and Swim Club, located at 1079 Shadow Brook Drive, San Jose, California 95120, their directors, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I or those I am the legal guardian of may suffer as a direct result of my / our participation in the aforementioned Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in this Activity. I understand that injuries or outcomes may arise from my own or others' negligence, or the condition of the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity and during this activity. I am acknowledging the risk and am taking responsibility for those that I am the legal guardian for as well.

I agree to indemnify and hold harmless Shadow Brook HOA and Swim Club against any and all claims, suits or action of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf.

I, acknowledge, that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability and negligence on the part of Shadow Brook HOA and Swim Club. I expressly agree to release and discharge Shadow Brook HOA and Swim Club and all of its directors, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action again Shadow Brook HOA and Swim Club for personal injury or property damage.

In the event I or any of those that I am the legal guardian of should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance for myself and for those that I am the legal guardian of.

In the event that any provision contained within this Waiver and Release shall be deemed to be severable or invalid, the remainder of this agreement shall remain in full force and effect.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read and understood this agreement and that this release cannot be modified orally. I am aware that this is a legal contract and that I am signing it of my own free will. I am also agreeing to sign this agreement on the behalf of those that I am the legal guardian of.

Participant's Name: _____ **Email for Brivo:** _____

List the Name(s) and ages of minors under the age of 18 whom I am the legal guardian: _____

Participant's Street Address: _____ **Phone No.:** _____

Signature: _____ **Date:** _____

In the event of an emergency, please contact the following person(s):

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
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