

RELEASE OF LIABILITY: Sunny Willow Swim Club
READ BEFORE SIGNING

IN CONSIDERATION of my child/children being allowed to participate in any way in the **Sunny Willow Swim Club** related events and activities, including but not limited to use of the pool, facilities, and pool grounds, the undersigned acknowledges, appreciates, and agrees that:

1. Although **Sunny Willow Swim Club** and its employees take great pride in providing as safe an environment as possible for our members and guests, the risk of injury to my child/children from the activities involved in participation in Sunny Willow Swim Club is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. FOR MYSELF, SPOUSE, AND CHILD/CHILDREN, 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 child/children's participation; and,

3. I willingly agree to comply with **Sunny Willow's** stated and customary terms and conditions for participation in the use of club facilities and grounds. If I observe any unusual significant concern in my child/children's readiness for participation and/or in the program itself, I will remove my child/children from the participation and bring such attention of the nearest official immediately; and,

4. I for myself, my spouse, and my child/children, HEREBY RELEASE AND HOLD HARMLESS **Sunny Willow Swim Club**, its directors, officers, officials, agents, employees, volunteers, other participants, Board Members, ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/children's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I, for myself, my spouse, my child's/children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my child's/children's involvement or participation in these programs related to the Sunny Willow Swim Club, EVEN IF ARISING FROM THEIR NEGLIGENCE, 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.

(PARENT/GUARDIAN SIGNATURE)

(PRINT NAME)

Name(s) of child(ren): _____

Date Signed: _____

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(PARTICIPANT SIGNATURE)

(PRINT NAME)

Date Signed: _____