

**WAIVER AND RELEASE OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, _____, the undersigned participant, through my parent / guardian / personal representative, _____, request voluntary participation to participate in all swimming activities and related swimming activities, hereinafter referred to as the "activities", conducted by Somerset Club Swim Team aka Somerset Sharks Club, hereinafter referred to as "Swimming Club". These activities will be conducted at the pool of the Somerset Neighborhood's Club House, located at 3417 Turtle Cove Court, Marietta, Georgia 30067, hereinafter referred to as the "location".

This agreement is valid while the participant is a member of Somerset Swim Club.

I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before any activities begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release, waive, discharge and agree not to sue Somerset Club Swim Team, its Board of Directors (if any), the swimmers, leaders, instructors, or any of the officers, agents, employees, volunteers, hereinafter referred to as the "Releasees" from any and all liability to myself, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, any claims or demands for injury or injuries to my person or property or resulting in my death, now and forever, arising out of or related to participation, whether caused by the negligence of the Releasees or others.

I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

Release – Parents' / Guardians' / Personal Representative's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release, waive, discharge and agree not to sue Somerset Club Swim Team, its Board of Directors (if any), the swimmers, leaders, instructors, or any of the officers, agents, employees, volunteers, hereinafter referred to as the "Releasees" from any and all liability to myself, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, any claims or demands for injury or injuries to my person or property or resulting in my death, now and forever, arising out of or related to participation, whether caused by the negligence of the Releasees or others.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian/Personal Representative) (Signature of parent) (Date)

Indemnification by Parent / Guardian / Personal Representative:

The undersigned parent/guardian / personal representative further agrees to indemnify, save and hold harmless the Releasees from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Print name of Parent/Guardian/Personal Representative) (Signature of parent) (Date)

I have read this document in its entirety and I: (a) fully understand its terms; (b) understand that I have given up substantial rights by signing; (c) understand the legal consequences; (d) have signed this document without any duress, inducement, promises, conditions, and (e) express that this signature conveys a total and absolute understanding of this document.

(Print name of minor)

(Print name of Parent/Guardian/Personal Representative) (Signature of Parent) (Date)