

Westwood Heights Athletic Waiver for Swim Team Activities
Assumption of Risk, Waiver, and Release from Liability

The undersigned understands and acknowledges that the participation in the Westwood Swimming and Diving Team (the "**Activity**") of his/her/their minor children involves risk and agrees to the following:

1. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or arise out of the use of the equipment or facilities, the Activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in this document.
2. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges and verifies that his/her/their minor child(ren) possess the requisite skills, qualifications, physical ability and training necessary to properly use the equipment, facility, or participate in the Activity.
3. **RELEASE.** The undersigned releases the Westwood Heights Swim Club, its Board members, its agents, attorneys, lifeguards and its swim team coaches and agents for, on account of or in conjunction with any claims, causes of action, injuries, damages, cost or expenses arising out of the Activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.
4. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
5. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, his/her minor children, assigns and legal representatives.
6. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned as a parent of the participant(s) in the subject Activity hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
7. **INSURANCE.** The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
8. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realize it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

If under the age of 18: Parents Signature: _____ Date: _____

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EMERGENCY CONTACT INFORMATION

FULL NAME: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ PHONE: _____