

# READ CAREFULLY: BY ACCEPTING THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS.

By registering myself and/or my child(ren), as the case may be, as (a) participant(s) with Kamloops Classic Swimming, I agree to participate (and/or allow my child(ren) and family members to participate) in Kamloops Classic Swimming. This is a binding legal agreement. As a participant, and/or a parent or legal guardian of a participant, as the case may be, in the sport of swimming and the programs, activities and events of Kamloops Classic Swimming, I acknowledge and agree to the following terms:

#### Disclaimer

1. Kamloops Classic Swimming and its respective directors, officers, committee members, members, employees, coaches, volunteers, officials, judges, participants, agents, owner's/operator's of facilities, and representatives (collectively the "Organization") are not responsible for any injury, damage or loss of any kind suffered by a participant of the Organization during, or as a result of, the sport of swimming or any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

### **Description of Risks**

2. In consideration of my and/or my child(ren)'s, as the case may be, participation in the sport of swimming and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks and hazards associated with or related to the sport of swimming and any such programs activities and events.

#### Release and Indemnity of Liability

- 3. In consideration of the Organization allowing myself and/or my child(ren), as the case may be, to participate, I agree:
  - That I and/or my child(ren) are physically fit and capable of physical participation in all Swim Club activities and I am not aware of any physical limitations;
  - To assume all risks arising out of, associated with or related to my and/or my child(ren)'s participation;
  - To be solely responsible for any injury, loss or damage that I and/or my child(ren) might sustain while participating; and
  - To release and indemnify the Organization from liability for any and all claims, demands, actions and costs that might arise out of my and/or my child(ren) participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Organization.
- 4. If you are a parent or legal guardian of one or more participants who are minor children (under the age of 19):
  - I hereby certify that I am the parent or legal guardian for my child(ren) participant(s).
  - I hereby give my permission for the Organization to seek and give appropriate medical attention for my child(ren) in the event of accident, injury, or illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.



## Acknowledgement

I declare that I am 19 years of age or older and I acknowledge that I have read this Release, Waiver and Indemnity Agreement, that I have accepted this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, executors, administrators and representatives. If I am a participant under 19 years of age, I acknowledge that I must have my parent or legal guardian who is 19 years of age or older read and accept this Agreement voluntarily on my behalf.

Name (printed):	·	 	 
Signature:			
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Date:			