

Assumption of Risk, Waiver, and Release of Liability

1. Health and Fitness Certification

I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in swim team practices, workouts, training sessions, and related activities (“Activities”); and (ii) I have not been advised of any medical condition that would impair my ability to safely participate in the Activities.

I acknowledge that it is my sole responsibility to determine whether I am sufficiently fit and healthy to participate in the Activities and to discontinue participation if I believe it is unsafe for me to continue.

2. Assumption of Risk

I acknowledge that participation in swim team practices and aquatic training involves inherent risks. I understand that my participation in the Activities includes risks and dangers which may include, without limitation: serious bodily injury; sickness or disease; viral or bacterial infection, including but not limited to COVID-19; permanent disability; paralysis; death (from drowning or other causes); loss of or damage to personal property or equipment; exposure to extreme conditions; accidents involving other participants, coaches, staff, volunteers, or spectators; contact or collision with natural or man-made objects; imperfect water conditions; water and surface hazards; facility conditions; equipment failure; inadequate supervision or safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers; and other risks not readily foreseeable or presently known (collectively, the “Risks”).

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others, or the negligent acts or omissions of the Released Parties defined below. I expressly assume all such Risks and full responsibility for any damages, liabilities, losses, or expenses I may incur as a result of my participation in the Activities.

3. Rules, Conduct, and Responsibility

I agree to familiarize myself with and abide by all swim team rules, policies, practice guidelines, safety requirements, and codes of conduct established by the Bayfield Rec Center and/or Recreation and Fitness Resources. I accept sole responsibility for my conduct and actions while participating in the Activities and acknowledge that failure to follow rules or directions from coaches or staff may result in disciplinary action, including suspension or removal from the swim team.

4. Release, Waiver, and Indemnification

I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend, and hold harmless the following parties: **the Bayfield Rec Center; Recreation and Fitness Resources;** swim team coaches and instructors; program organizers and administrators; facility, pool, and property owners or operators used for practices (collectively, the “Released Parties”).

This release applies to any and all claims, demands, causes of action, damages, losses, or expenses of any kind or nature, including court costs and reasonable attorneys’ fees (“Liability”), arising out of, resulting from, or related in any way to my participation in the Activities, including Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

5. Indemnification for Claims

I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any and all Liabilities incurred as a result of such claim.

I warrant that I am of legal age and legally competent to enter into this Agreement. I acknowledge that I have read this Agreement carefully, understand its terms and conditions, and understand that I am giving up substantial legal rights by signing it, including rights of my spouse, children, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors, and assigns.

I acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance, or guarantee, and intend my signature to be a complete and unconditional acceptance of all terms, conditions, and provisions herein. This Agreement constitutes the entire understanding between the parties regarding these matters. If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

First Name:	Last Name:	MI	Sex (check) <input type="checkbox"/> F <input type="checkbox"/> M	Date of Birth (mm/dd/yyyy)
Street Address, City, State, Zip				
Signature of Participant	Emergency Contact	Emergency Contact Phone No.	Date Signed	