

RELEASE AND HOLD HARMLESS AGREEMENT

I am the Parent/Guardian of _____ (“Participant”) who is under eighteen years of age, and I am fully competent to sign this Agreement.

I give permission for Participant to participate in swim team activities with the Sugar Creek Swim team (hereafter “the Program”). I have read and understand the Memorandum from the Sugar Creek Swim Team describing the risks of participating in the Program during the pendency of the COVID-19 pandemic. I specifically understand and acknowledge the protections that the Sugar Creek Swim Team Board, the Sugar Creek Swim Teach Coaches, and all volunteers associated with the Sugar Creek Swim Team can provide to my child are extremely limited. I acknowledge that there is a risk of injury and/or illness from the activity involved in participating with the swim team, including the potential for contraction of the COVID-19 virus, complications from the COVID-19 virus, permanent disability, and death, while use of particular protective equipment and exercising personal discipline will minimize this risk, the risk of serious illness and/or injury does exist. I understand and appreciate the nature of these hazards and risks.

In consideration of Participant being permitted to participate in the Program with the Sugar Creek Swim Team, I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE** of the Sugar Creek Swim Team, **its respective officers, directors, agents, servants, employees, members, successors and assigns**, and I assume full responsibility for my child’s participation in this activity.

I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, **HEREBY RELEASE AND HOLD HARMLESS the Sugar Creek Swim Team, its respective officers, directors, agents, servants, employees, members, successors and assigns**, (“Releasees”), **WITH RESPECT TO ANY AND ALL INJURY**, loss or damage to person or property, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, that may result from or occur during Participant's participation in **the Program with the Sugar Creek Swim Team**.

I further agree to indemnify and hold harmless the **Sugar Creek Swim Team, its respective officers, directors, agents, servants, employees, members, successors and assigns**, from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating on the Sugar Creek Swim Team.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s name: _____ Parent’s / Guardian’s name: _____

Signature of Parent or Guardian: _____ Date: _____

I also agree to follow all instructions and procedures.

Participant’s Signature: _____ Date: _____