

Youth Water Polo

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, PHOTO & MEDIA RELEASE AND INDEMNITY AGREEMENT FOR PROGRAM

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of _____ (Participant's name) being allowed to participate in the Youth Water Polo Development League (hereinafter referred to as the 'Program') as well as the use of any of the Facilities and the use of the equipment in connection with participation in the Program, as his/her custodial parent/guardian, I hereby agree as follows:

I, _____ (printed name of parent or legal guardian), do hereby affirm and acknowledge that I am fully informed of the inherent hazards and risks to my child associated with playing and practicing water polo and other water activities associated with the Program and the physical exertion required therein. Despite potential hazards associated with the Program, including falls, contact with other Participants, sprains, ligament and tendon damage, broken bones, other personal injury, drowning and other hazards (being man-made objects in the water including but not limited to: ropes, goals, balls, the forces of nature including lightning, weather changes) from participation in water activities, injuries inflicted by animals, insects, reptiles or plants, accidents or illness in remote places without medical facilities, illness, paralysis, permanent disability, and death, I voluntarily authorize my child's participation in reliance upon my own judgment and knowledge of my child's experience and capabilities.

Additionally, I understand that there are also risks to my child associated with travel, including, but not limited to the possible injury or loss of life or property. Despite the potential hazards and dangers, I voluntarily agree to allow my child to participate in the Program and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death of my child and damage or destruction to my child's property, even if caused, in whole or part, by the negligence of the staff members and volunteers (including but not limited to *Robert Dickens, Michael Tadych, Glyn Jones, Chris Boneham, Clark Hellmann, Matt Finneran, and Chris Hargett*) (hereinafter "Program Representatives") of the Program or any facility used by the Program including but not limited to those used to conduct practices, scrimmages and tournaments (including but not limited to *Springdale Area Recreation Club, Heritage Swim & Tennis Club, Triangle Aquatic Center* and any other pool located in or around Wake County, North Carolina) (hereinafter referred to as "Facilities") (hereinafter together referred to as "Program Representatives and Facilities") with the exception of willful or gross negligence.

I understand that I may inspect the premises, facilities and equipment to be used or with which my child may come in contact. If I believe anything is unsafe, I will immediately refuse to allow my child to participate further in the Program activity. By entering into this agreement, I am not relying on any oral or written representation or statements made by Program Representatives and Facilities, other than what is set forth in this agreement.

I understand and have no expectation that any practice, scrimmage, game, tournament or any other activity of the Program will be monitored or overseen by any certified lifeguard and that all Participants will be **SWIMMING AT THEIR OWN RISK**. I acknowledge and accept that my child's participation is purely voluntary and that I elect to permit them do so at my own risk. I acknowledge and willingly assume all risks and hazards associated with participation in the Program.

I give permission to any doctor, hospital, or other medical agency to release confidentially to the treating physician(s) for my child any information they may have concerning his/her medical condition and their professional contact with him/her. I hereby grant my permission for such diagnostic, therapeutic, and operative procedures as may be deemed necessary for my child. (Where practical, you will be notified by telephone before any procedures are done.) A photocopy of this permission is to be considered as valid as the original. I further understand that treatment for any medical problems my child may suffer is my responsibility and will be paid by me and/or covered by my insurance.

I shall indemnify, defend and save harmless Program Representatives and Facilities, their officers, directors, employees, representatives, agents and volunteers from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by my child or me as a result of negligence on the part of any of the entities or individuals identified above as a result of my child's own negligence or intentional acts, during my child's participation in this Program, including travel to and from the activity sites.

I have read the Participant Conduct Rules & Regulations and hereby accept the regulations of the program described therein. I understand that the Program has the authority to establish and enforce other regulations in addition to these.

I DO I DO NOT (*check one*) agree that my child may be photographed, audio or videotaped by the Program or Program Representatives and Facilities. With my signature, I agree that photographic image(s) and information that correspond with the photographic image(s) may be disseminated for any public release usage by the Program or Program Representatives and Facilities.

I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

With the Program and activities having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the Program, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and do so voluntarily.

**I HAVE READ THIS AGREEMENT; I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

Parent's/Guardian's Signature (Signature of one parent binds both parents) Date

Parent's/Guardian's Printed Name Participant's Printed Name

Participant's Signature Date