



Release of Liability and Indemnity Agreement

v2.1

Swimmer/Member/Children/Guest

Effective 1/1/2010

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Calphin Aquatic Club (CALPHIN) for any purpose, including, but limited to, observation or use of facilities or equipment, or participation in any onsite or offsite programs affiliated with CALPHIN, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, immediately upon entering or participating, inspected and carefully considered such premises and facilities or the affiliated program. It is warranted that the undersigned finds and accepts the CALPHIN premises as being safe and reasonably suited for the purpose as such observation, use or participation by the undersigned, his/her children and guests.

The undersigned, on his or her behalf of such children, hereby further agrees to the following:

1. CONVENANTS NOT TO SUE CALPHIN, its directors, officers, employees, and agents (hereinafter referred to as Releases) covenants from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any programs affiliated with CALPHIN.
2. Indemnification which discharges, waives and holds harmless each of the Releases from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon, or about the CALPHIN premises or in any way observing or using any facility or equipment of CALPHIN or participating in any programs affiliated with CALPHIN whether caused by the negligence of the releases or otherwise.
3. Assumption of full responsibility for and risk of bodily injury, death or property damage to the undersigned or such children due to negligence of releases or otherwise while in, about or upon the premises of CALPHIN and/or while using the premises or any facilities or equipment thereon or participating in any programs affiliated with CALPHIN.
4. Right of photographs which grants CALPHIN full rights to copyright, exhibit, and publish in any medium including, but not limited to, editorial, illustration, promotion, advertising, internet, or trade all photographs of me or my child named below _____, taken by CLAPHIN or its agents at the CALPHIN premises.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and included as permitted by the law of the state of California and that if any portion thereof is held invalid. The undersigned also agrees that any unpaid tuition, membership due or fee balance shall continue in full legal force and effect.

The undersigned certifies to have read and understood the forgoing releases and waivers of liability and indemnity agreement, and signs the form below voluntarily. The undersigned further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Signature of Applicant/Parent

Print Name of Child in Program

Date

Signature of Applicant/Parent

Print Name of Child in Program

Date