

## 2010 LIABILITY RELEASE AGREEMENT AND WAIVER

The undersigned, as parent, guardian, or participant is familiar with competitive swimming and the Tidalwaves swim program and its various clinics, lessons, fundraisers, and outside recreational activities (collectively, the "**Tidalwaves Program**"), and in consideration of being permitted to participate in the Tidalwaves Program and as a condition to the acceptance of my application for participation in the Tidalwaves Program, agree with Tidalwaves, the Larkspur Recreation Department, Redwood High School, Marin Academy and the Marin Swim League (including each its teams and their respective clubs and/or host organizations and facilities, the "**MSL**"), and as follows:

I hereby waive, release and discharge on behalf of myself, my spouse, my child(ren) and/or my ward(s) (the "**Releasors**"), any and all claims, demands, causes of action for damages, personal injury, death or damage or loss to property which Releasors may have as a result of the participation of any of Releasors in the Tidalwaves Program. This Liability Release Agreement and Waiver shall inure to the benefit of Tidalwaves, the Larkspur Recreation Department, Redwood High School, the MSL, and each of their coaches, participants, employees, agents, officers, volunteers, and directors (the "**Releasees**"). ***This liability release and waiver is intended to and shall discharge in advance the Releasees from any and all liability to Releasors, and any and all third persons arising out of or in any way connected with participation in the Tidalwaves Program, whether or not any liability may arise out of passive or active negligence, carelessness or omission on the part of the Releasees. It is agreed that participating in the Tidalwaves Program and in the Marin Swim League involves an element of risk. I understand that incidents, including events of a serious and life-threatening nature, occur during swimming events, around swimming pools and during the use of swimming pools due to, not by way of limitation, slips, falls, collisions, drowning, and other water-related hazards. Knowing the risks involved in the sport of swimming, Releasors hereby expressly assume all such risks.*** Releasors also assume all risks associated with other aspects of the Tidalwaves Program, including without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with the Tidalwaves Program or its coaches, parents, or volunteers. Releasors further agree to hold the Releasees harmless and shall defend and indemnify them from any loss, liability, damage, cost or expense which they may incur (notwithstanding their own active or passive negligence or carelessness) as a result of any injury or death to person or damage to property which may be sustained by the Releasors while participating in the Tidalwaves Program. This Liability Release Agreement and Waiver shall be binding on my heirs, successors and assigns. Releasors agree to accept and abide by the rules and regulations of Tidalwaves and the MSL.

If any of the participants listed below or in the application to participate in the Tidalwaves Program is under the age of 18 years, I further represent that I have the authority to execute this document on behalf of the participant(s); said participant(s) is/are physically able to participate in the Tidalwaves Program and all of the terms of this Liability Release Agreement and Waiver shall apply in the event of death or injury or property damage which said participant(s) may sustain while participating in the Tidalwaves Program.

**Print names of minor children for whom you are completing this form:**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Photos: Tidalwaves reserves the right to photograph participants in the Tidalwaves Program for potential future use. All photos will remain the property of Tidalwaves and may be used on promotional materials, including the Tidalwaves website, or other purposes determined by the Board of Directors of Tidalwaves.

Medical Release: The undersigned hereby authorizes Tidalwaves, the MSL, or their authorized representatives to consent to any emergency medical care which may be deemed necessary for the above named participants while under the supervision of Tidalwaves or the Marin Swim League. I understand that reasonable attempts will be made to contact me and/or the authorized contact person(s) listed on the application before using this consent.

**I HAVE CAREFULLY READ THIS LIABILITY RELEASE AGREEMENT AND WAIVER, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING FUTURE LIABILITY, AND A CONTRACT BETWEEN MYSELF AND TIDALWAVES, AND I EXECUTE IT OF MY OWN FREE WILL.**

**Print Name:** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_