

SVSS Waivers

I understand that the **Scott Valley Swim Team** is a competitive swim team and participation on the team involves strenuous activity. My child (children) has (have) no physical condition requiring any limitations in this activity. Any subsequent limiting condition will be discussed with the Head Coach and written notification will be given to the Coach. I hereby give my permission for my child (children) to participate on the Scott Valley Swim Team and to compete in the swim meets that are scheduled by the team.

In the event that we cannot be reached, after reasonable efforts to do so, and circumstances deem it necessary, I hereby empower the **Scott Valley Swimming and Tennis Club's** acting manager, head lifeguard, head coach or assistant coach to authorize such emergency medical and hospital treatment as may be necessary in their judgment in the event that said minor child is injured while utilizing the facilities of the Scott Valley Swimming and Tennis Club.

I hereby waive, release and forever discharge **Scott Valley Sea Serpents** and associated supervisor, coach or other team administrator from all rights and claims for damages, injury, loss to person or property which may be sustained or occur during participation in **Scott Valley Sea Serpents** activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my children is (are) physically fit and capable of participation in all Swim Team activities.

By registering my child(ren) with the **Scott Valley Sea Serpents**, I agree to participate (or allow my child(ren) and family members to participate) in the **Scott Valley Sea Serpents**, and hereby release **Scott Valley Sea Serpents**, its directors, officers, agents, coaches, and employees from liability for any injury that might occur to myself (or to my child(ren) and family members) while participating in the **Scott Valley Sea Serpents** program, including travel to and from training sessions, swim meets or other scheduled team activities.

I agree to indemnify and hold harmless the above mentioned organizations and/or individuals, their agents and/or employees, against any and all liability for personal injury, including injuries resulting in death to me, my child(ren) and/or other family members, or damage to my property, the property to my child(ren) and/or other family members, or both, while I (or my child(ren) or family members) participating in the **Scott Valley Sea Serpents** program.

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The undersigned, as parent, guardian, or participant is familiar with competitive swimming and the Scott Valley Sea Serpents swim program and its various clinics, lessons, fundraisers, and outside recreational activities (collectively, the "Scott Valley Sea Serpents Program"), and in consideration of being permitted to participate in the Scott Valley Sea Serpents Program and as a condition to the acceptance of my application for participation in the Scott Valley Sea Serpents Program, agree with Scott Valley Sea Serpents, the Scott Valley Swim & Tennis Club, and the Marin Swim League (including each its teams and their respective clubs and/or host organizations and facilities, the "MSL"), 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, and 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 Scott Valley Sea Serpents Program. I understand that I am waiving the rights of the child on behalf of the child. This Liability Release Agreement and Waiver shall inure to the benefit of Scott Valley Sea Serpents, the Scott Valley Swim & Tennis Club, 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 third persons arising out of or in any way connected with participation in the Scott Valley Sea Serpents Program 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 Scott Valley Sea Serpents Program 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 Scott Valley Sea Serpents Program, including

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without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with the Scott Valley Sea Serpents 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 Scott Valley Sea Serpents 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 Scott Valley Sea Serpents and the MSL.

If any of the participants listed below or in the application to participate in the Scott Valley Sea Serpents 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 Scott Valley Sea Serpents 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 Scott Valley Sea Serpents Program.

Photos:

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

Medical Release:

The undersigned hereby authorizes Scott Valley Sea Serpents, 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 Scott Valley Sea Serpents 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 Scott Valley Sea Serpents, AND I EXECUTE IT OF MY OWN FREE WILL.

Swimmer _____ Signature of guardian _____ Date _____

Swimmer _____ Signature of guardian _____ Date _____

Swimmer _____ Signature of guardian _____ Date _____

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