

# RELEASE AND WAIVER OF LIABILITY CLAIMS

The undersigned,

\_\_\_\_\_ **OR,** \_\_\_\_\_ of \_\_\_\_\_  
Mother Father Child

for and in consideration for being permitted to participate in activities with and obtaining services from United States Swimming, Ozark Swimming, Parkway Swim Club and Parkway School District, and any directors, officers, employees and agents of United States Swimming, Ozark Swimming, the Parkway Swim Club, and the Parkway School District (hereafter collectively referred to as the "the Swim Club") hereby **release** the Swim Club; and do hereby on their/his/her own behalf and on behalf of their/his/her child **release, acquit, and waive any claim for liability against** the Swim Club, their directors, officers, employees, and agents **from any and all** claims, demands, damages, actions, or causes of action, whether or not now known or contemplated, on account of any personal injuries sustained or suffered by the undersigned or their child **caused by or due to the future negligence or fault of the Swim Club**, arising from said child's participation in or obtaining services from the Swim Club, including any event, travel, practice, or any other activity related to or involving the Swim Club.

The undersigned acknowledge that they understand that from time to time and on different occasions and at different locations said child may participate in a Swim Club event, practice, or any other activity related to or involving the Swim Club.

It is expressly understood and agreed that this Release, Waiver of Liability Claims and Covenant Not To Sue is intended to cover and does cover not only all known injuries, losses and damages but any future injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including the effects and consequences thereof. It is further expressly understood and agreed that as against the undersigned, their/his/her, heirs, executors, administrators, personal representatives and assigns, this Release, Waiver of Liability Claims and Covenant Not To Sue may be pleaded as a counterclaim to or as a defense in bar or abatement of any action taken by or on behalf of the undersigned or said child. In the event it is necessary for a counterclaim to be asserted or for any other action to be taken to enforce the provisions of the Release, Waiver of Liability Claims and Covenant Not To Sue granted herein, the undersigned hereby agrees to indemnify and hold harmless the parties named above against all loss or expense incurred in connection therewith, including the payment of attorney's fees.

It is further understood that the undersigned shall defend, indemnify and hold the Swim Club harmless from and against any claims asserted by, on behalf of, or through the undersigned or their/his/her child, including claims that the negligence of the Swim Club caused or contributed to cause, in whole or in part, any personal injuries sustained or suffered by the undersigned or their/his/her child.

I HAVE READ THE ABOVE AND FULLY UNDERSTAND ITS PROVISIONS.

\_\_\_\_\_  
Mother (signature) **OR** Father (signature)