

**AGCC OSPREY SWIMMING ASSOCIATION**  
**A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**  
Accident Waiver and Release of Liability

In consideration of the acceptance of my application for membership in, and maintenance of membership in, the AGCC Osprey Swimming Association, hereafter 'AGCC', and my participation in practices, training, events and meets, I agree to the following:

1. Release I acknowledge my willingness to participate in all the activities of the AGCC. I understand that some activities of the may be the subject of liability insurance protection but that some activities may not be protected by liability insurance. Therefore, in consideration of the benefits to me from my participation in the activities of the AGCC, and other good and valuable consideration, I, the undersigned, except as herein otherwise agreed, hereby irrevocably and unconditionally releases, acquits and forever discharges AGCC and each of its present and former officers, directors, coaches, sponsors, employees, volunteers, predecessors and successors in interest, heirs, executors, administrators, agents, representatives, insurers, attorneys and assigns, and all persons acting by, through, under or in concert with any of them, from any and all charges, complaints, claims, liabilities, obligations, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, and expenses arising out of the participation in functions of the AGCC including, but not limited to, travel to and from AGCC functions.

The undersigned further agrees to indemnify, defend and forever hold AGCC harmless from any and all claims [including any cost of defending claims whatsoever made by any person or entity arising out of the participation by myself in the functions of the AGCC.

The release contained herein is not meant to prevent a legitimate claim for injury or death from being submitted to the current policy of liability insurance maintained by AGCC. However, this release does apply to any claim that is not covered by such liability insurance, and/or exceeds the policy limits of such liability insurance.

2. Supervision of Minors AGCC coaches, staff, assistants and volunteers assume no liability for supervising minors except during regular practice, competitions, training and instruction.

3. Deck Policy All individuals "on deck" during an AGCC practice must be a certified USA Swimming Coach or USA Swimming registered athlete members assisting a coach or individuals for timing purposes.

4. Assistance With Equipment, Pool Covers, Lane Lines Parents or minors who assist AGCC before or after a swim team practice with equipment, pool covers, or lane lines assume all risk or injury.

5. Use of Diving Boards I assume all risks of any accident, serious injury or death relating to my use or misuse of any diving board, diving platforms.

6. Assumption of Risk I realize that swimming and diving expose the participant to risks of serious injury and even death. I also realize that AGCC activities could not be conducted unless I am willing to assume all consequences of these risks. Therefore I assume full responsibility to inform myself as to all dangers and risks and I sign this Accident Waiver and Release of Liability as a legally binding method of personally assuming all of these risks.

7. Fitness I certify that I am physically fit, have not been advised otherwise by a qualified medical person.

8. Likeness or Image I understand that during my activities with AGCC, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by AGCC and/or assigns.

9. Construction This Accident Waiver and Release of Liability shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document: and, I understand it's content.

Print Name \_\_\_\_\_

Age \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Swimmer's if under 18 years old, parent or guardian must sign)

Parent Guardian Waiver for Minors (under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to act and release said parties on behalf of the minor and the parents or legal guardian.

Print Parent's or Guardian's Name \_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_

Date \_\_\_\_\_