

Boca Raton Swim Team
LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the "activities," provided or sponsored by Boca Raton Aquatics, Inc. d/b/a Boca Raton Swim Team (hereinafter "Boca Raton Swim Team") and the members of its board of directors, officers, employees, volunteers, other participants, and agents, the City of Boca Raton, the School Board of Palm Beach County and the Boca Raton Community High School (collectively "the released parties"). This agreement is valid while the participant is a member of Boca Raton Swim Team.

I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, this type of including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where practice, events or other activity are being conducted, and/or the rules of the event or activity.

I understand that if I have any risk concerns, I should discuss the risks associated with my/minor's participation with the coaches and/or Boca Raton Swim Team designated representative, before I sign this document and before any activities begins.

Any and all disputes that may arise in connection with this Agreement or the Minor's participation as a member of Boca Raton Swim Team shall be resolved solely in an arbitration proceeding before the American Arbitration Association (AAA) applying the laws of the State of Florida.

Release—Minor's Rights

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Boca Raton Aquatics, Inc. d/b/a Boca Raton Swim Team, and the members of its board of directors, officers, employees, volunteers, other participants, and agents the City of Boca Raton, the School Board of Palm Beach County and the Boca Raton Community High School (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of Minor's participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____/_____/_____
(Print name of Minor) (Signature of Minor) (Date)

Release—Parents'/Guardians' Rights

In consideration of allowing Minor Participant to participate in activities as a member of Boca Raton Swim Team, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I certify that the Minor is in good health and has no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

_____/_____/_____
(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

Indemnification by Parent/Guardian

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Release and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____/_____/_____
(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)