

Palencia Liability Waiver

I hereby give consent for my child to participate in the St. Augustine "Cyclones" Swim Team. In consideration of being permitted to participate as a participant of the St. Augustine Swim Team or SAST, I understand that SAST assumes no responsibility for injuries or illnesses that my child may sustain as a result of his/her physical condition or resulting from his/her participation in any athletic activity, the use of equipment, exercise or any other activities of any kind whatsoever. I expressly acknowledge that I assume the risk for any and all injuries and illnesses that may result from his/ her participation in these activities. In consideration of the privilege of participating in SAST activities or programs, I hereby voluntarily release and discharge SAST and its coaches from any and all claims for injury, illness, death, loss or damage of any kind whatsoever that I or my child may suffer as a result of his/her participation in these activities. I give the St. Augustine Swim Team authorization to apply for USA Swimming memberships for my child.

I hereby indemnify, defend, release, hold harmless, and forever discharge of St. Augustine Swim Team, USA Swimming, its local swimming committees, and their members of its board, officers, employees, volunteers, other participants, and agents Marshall Creek Community Development District and Sweetwater Creek Community Development District, its Board of Supervisors, officers, agents, and employees, Marshall Creek LTD, Hines Interests Limited Partnership, Palencia Property Management LLC, and any affiliated entity, and their employees, staff, and agents, and any contract employees (collectively, the "Indemnities"), of and from any and all claims, demands, expenses, debts, contracts, cause of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equality, that I and/or my children and/or other family members ever had or may have arising from or in any way related to my participation and/or my children in any activities conducted by, or on the premises of the Marshall Creek Community Development District, Sweetwater Creek Community Development District, or the Palencia Club. However, this waiver of liability does not apply to any acts of gross negligence or intentional, willful or wanton misconduct by the Indemnitees.

This Authorization and Waiver is binding upon heirs, my executors, legal representatives, and successors. The provisions of this Authorization and Waiver will continue in full force and effect even after the termination of the Program conducted by, the premises of, or for the benefit of the organization, whether by agreement, by operation of law, or otherwise. The provisions of this waiver of liability may be waived, altered, or amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I agree that it is the swimmers', their parents/guardians', or designated representatives' responsibility to provide transportation to, from and during any programs of St. Augustine Swim Team and that any transportation provided by representatives of SAST is not being provided on behalf of SAST, and is strictly voluntary on the part of the person providing that transportation.

I have read and understand the "Fee Structure", provided on the SAST information document. In the event that remittance of monthly dues falls during a holiday and/or team break I understand that payment is still due by the 10th of the month or I will be subject to a \$10 late fee. I agree and understand that Meet Entry Fees for my swimmer may be paid in advance by the team and will be added to my next invoice to be paid by the due date. I understand that a \$10 travel meet fee will be added to my next invoice to be paid by the due date for any meet that my swimmer/s attend. I understand that if I need to "freeze" my swimmer's account; I must do so by the 15th of the current month.

I acknowledge and agree that the consent given herein is legal and binding for the duration that my child is a participant on the St. Augustine Swim Team and should my child desire to quit the team I understand I must submit it in written form to the Head Coach two weeks prior to the end of the current month.

I understand that St. Augustine Swim Team will use prompt diligence to notify me in the event of an emergency during swim meets or practices. In the event that I cannot be reached, I give my permission to authorize whatever emergency treatments are deemed necessary.

I have read the foregoing information and agree to the above. Any questions which may have occurred to me have been answered to my satisfaction.

Swimmer's Name _____ **Parent's Name:** _____

Parent's Signature: _____

Date: _____