**Parental/Guardian Consent, Release, Waiver of Liability**

2021 Southern Zones Open Water Championship (June 5th and 6th)

Chester Frost Park; Hixon, TN

**ATHLETE NAME:**​ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT NAME:**​ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE:**​ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration for the Athlete being permitted to participate in the distance coaching (“Coaching”), I, the undersigned, agree as follows:

**1.** The Athlete wishes to participate in the Coaching. I give my permission for the Student's participation in the Coaching. The Athlete and Parent (or Guardian) understands that the Coaching will include physical and other activity which involves the risk of accident or serious injury. The Athlete and Parent (or Guardian) assumes all risks inherent in the Coaching. The Parent (or Guardian) certifies that the athlete is free from any health condition that would prevent the student from participating safely in the Coaching.

**2.** I, on behalf of the Athlete, myself, our personal representatives, assignees, insurers, heirs, executors, administrators, spouse, and next of kin ​**HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (THE “COACH"), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (THE “CLUB”), GULF SWIMMING, INC., AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND OTHER REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY “RELEASED PARTIES”) FROM ANY AND ALL LIABILITY, BODILY INJURY, DEATH, LOSSES, OR DAMAGES OF ANY KIND, CLAIMS, CAUSES OF ACTION, AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) THAT MAY ARISE FROM THE STUDENT’S PARTICIPATION IN THE COACHING AND FOR ANY ACT, OMISSION, NEGLIGENCE OR COMPARATIVE FAULT OF THE RELEASED PARTIES; HOWEVER, THAT THE RELEASED PARTIES ARE NOT RELEASED FROM ANY SUCH LIABILITY OR DAMAGE PROXIMATELY CAUSED BY THE RELEASED PARTIES’ OWN GROSS NEGLIGENCE OR WILLFUL CONDUCT.**

**3.** I assume responsibility for full payment of the cost of the Coaching; and agree that any and all costs incurred by the Athlete during the Coaching, including, without limitation, costs due to health problems, or other emergencies, are my responsibility.

**4.** I want the COACH to be able to organize the Coaching without fear of claims or lawsuits by the Athlete, me, any of the Athlete's relatives or legal representatives, or any third-parties. ​**THEREFORE, I AGREE TO INDEMNIFY, DEFEND AND HOLD THE COACH AND THE RELEASED PARTIES HARMLESS FROM ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL AND CONSEQUENTIAL DAMAGES, SUFFERED AS A RESULT OF ANY CLAIMS, CAUSES OF ACTION, SUITS, ARBITRATIONS, OR LIABILITIES INCURRED OR SUSTAINED AGAINST THE COACH OR THE RELEASED PARTIES RELATED TO THE ATHLETE'S PARTICIPATION IN THE COACHING.**

**5.** I further agree that this Release and Indemnification Agreement (the “Agreement”) is binding upon the Athlete, the Athlete's relatives, heirs, executors, administrators, assigns and legal representatives. This Agreement is to be governed by the laws of the State of Texas and is intended to be as broad and inclusive as permitted under Texas Law. If any portion of this Agreement is held invalid, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the Agreement will remain in effect as written.

**6. I HAVE READ THIS DOCUMENT AREFULLY AND UNDERSTAND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING THIS DOCUMENT. I HAVE SIGNED THIS RELEASE VOLUNTARILY.**

**Printed Name of Parent Guardian: Signature: Date:**

**Printed Name of Athlete: Signature: Date:**