



LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request the voluntary participation for minor to participate in all events, which are hereinafter referred to as the "activities," sponsored by the Topeka Swim Association, USA Swimming and its local swimming committees. This agreement is valid while the participant is a member of USA Swimming.

I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/ my minor's participation may involve risk of serious injury or death, 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 the event or activity is being conducted, and/or the rules of play of this type of 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 activity coordinators and event staff, before I sign this document and before any activities begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Topeka Swim Association, USA Swimming, and its local swimming committee and their members of its board of directors, officers, employees, volunteers, other participants, and agents (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 his or her 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 these USA Swimming events, 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 my/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 travel to and from USA Swimming events. 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 in which the Event(s) is/are conducted 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)