

WAIVER AND RELEASE AGREEMENT

I, the undersigned, in consideration of my and/or my minor child's participation with Sandsharks, Inc. d/b/a Sandhills Sandsharks Swim Team ("**SSS**") upon the campus of Sandhills Independent School Corporation d/b/a The O'Neal School or elsewhere, enter into this Waiver and Release Agreement (this "**Agreement**").

1. I hereby waive and release any and all claims for damages, losses, injuries, liabilities, claims, demands, costs, and expenses of any nature (including, but not limited to, death, personal injury, loss of or to property) (collectively, "**Damages**") against SSS, Sandhills Independent School Corporation d/b/a The O'Neal School and Sandhills Independent School Campus Association LLC, or any of them or their respective affiliates, subsidiaries, parents, trustees, directors, officers, members, managers, employees, volunteers, agents or representatives, (collectively, the "**Released Parties**") arising from or relating to my and/or my minor child's participation in any activity and/or travel related thereto operated, sponsored or hosted by or otherwise related to any Released Party (or otherwise with respect to any activity performed or conducted upon the campus of Sandhills Independent School Corporation d/b/a The O'Neal School), whether caused by the negligence, gross negligence or act or omission of any one or more of the Released Parties or otherwise, (collectively, "**Swim Activities**").
2. I shall indemnify, defend and hold harmless the Released Parties from and against any and all Damages arising from Swim Activities or otherwise from participation with SSS or otherwise with respect to any activity performed or conducted upon the campus of Sandhills Independent School Corporation d/b/a The O'Neal School.
3. This Agreement shall, to the maximum extent permitted under applicable law, (a) fully, completely, and forever release and discharge the Released Parties from any and all Damages arising from Swim Activities or otherwise from participation with SSS or otherwise with respect to any activity performed or conducted upon the campus of Sandhills Independent School Corporation d/b/a The O'Neal School (including, but not limited to, supervision, activities and/or site conditions) and (b) be binding upon my and/or my minor child's personal representatives, executors, and heirs.
4. I hereby represent and warrant to the Released Parties that I (and/or my minor child) am physically fit and capable of participating in any and all Swim Activities and that I and/or my minor child have no medical condition or impairment, including the use of medication, that might inhibit my and/or my minor child's participation in Swim Activities.
5. I and/or my minor child agree to abide by any and all of the rules established by the Released Parties.
6. I acknowledge and agree that (a) no representation or warranty is or has been made by any Released Party with respect to the level of supervision provided for Swim Activities, the components of the Swim Activities, or any site condition, (b) there is a risk of injury involved in my or my child's participation in Swim Activities or otherwise with SSS, (c) I and/or my minor child may be under the supervision and direction of a parent or other supervisor, (d) associated with Swim Activities pose dangers and risks of Damages (including, without limitation physical injury, disability or death), (e) I freely, knowingly, and willfully accept and assume these risks on behalf of myself and/or my minor child, and (f) this Agreement is freely signed with full knowledge of the dangers and risks incident to Swim Activities.
7. If any portion of this Agreement is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

IN WITNESS WHEREOF, I have executed this Waiver and Release knowingly, willfully and voluntarily (and not as a result of any duress, coercion, or undue influence) on this _____ day of _____, 20_____.

Print Participant's Name

Participant's Signature

If Participant is under eighteen years old

If Participant is under eighteen years old

Print Parent/Guardian's Name

Parent/Guardian's Signature