

Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission for me/my child to participate in YMCA SPY swim team practice at The Springfield Country Club located at 2315 Signal Hill Rd, Springfield, Ohio 45501, I hereby **release, waive, discharge and covenant not to sue** the Springfield Country Club, their directors, officers, regents, trustees, agents, servants, volunteers, and employees (hereinafter referred to as **Releasees**) for/from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by _____ (me/my child), or any of the property belonging to my child or my family, **whether or not caused by the negligence of the Releasees, actual or alleged, including claims or instances of gross negligence**, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with the YMCA SPY swim team practices including but not limited to injury resulting from slips, trips, and falls, and I hereby allow my child to voluntarily participate in said activity with full knowledge that said activity may be hazardous to my child and my child's and family's property. **I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by my child, or any loss or damage to property owned by my child, as a result of being engaged in such an activity, **whether or not caused by the negligence of Releasees, actual or alleged, including claims or instances of gross negligence**.
3. I further hereby **agree to hold the Releasees harmless** from and against any and all loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my child's participation in said activity, **whether or not caused by the negligence of Releasees, actual or alleged, including claims or instances of gross negligence**.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind my child and the members of my family and spouse, and my heirs, assigns and personal representative, in the event of my death, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above-named **Releasees**.
5. **In signing this release, I acknowledge and represent that** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal on this _____ day of _____.

Witness

Parent