# Summer Tune Up 2015
# *CSP TIDERIDERS SWIMMING*
## March31 - May 21, 2015

**Lead Coach: Kate Timke - ktimke@cspswim.com**

**This program is designed for the swimmer who can complete at least one length of the pool freestyle and would like to get in shape for the summer while working on stroke technique. Anyone five (5) years of age or older is welcome to participate. The main focus of this program will be on learning and refining the four competitive strokes.**

**COST: $180.00**
**Time and Location: Chaminade High School Pool**
**425 South Lindbergh Blvd, St. Louis, MO 63131**
**(Pool availability may result in location changes.)**
**Tuesdays and Thursdays 7:00 - 8:00 pm**

*Please bring the recommended equipment: kickboard, goggles, fins, suit and swim cap. All participants will receive a CSP team t-shirt.
**LIMIT 40 swimmers**

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You must return the bottom of this form and the RELEASE WAIVER on the following page in order to participate in the Summer Tune Up. Please mail check to : ***CSP TIDERIDERS 2627 HOPE AVE, ST. LOUIS, MO 63143***

**Swimmer Name** **M / F** **Age/DOB**

_____

**Circle shirt size YL S M L XL**

**Swimmer Name** **M / F** **Age/DOB**

_____

**Circle shirt size YL S M L XL**

**E-mail**_____ **Phone**_____

# RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned,

_____
Mother (name printed) or of _____
Name of Child (printed)

_____
Father (name printed)

in consideration of and for the opportunity to participate in activities with and obtaining services from the Clayton Shaw Park Swimming Team (a/k/a CSP Tideriders Swim Team), USA Swimming, Ozark Swimming, Inc. and any directors, officers, employees or agents of the Clayton Shaw Park Swimming Team (a/k/a CSP Tideriders Swim Team), USA Swimming or Ozark Swimming, Inc. (hereinafter, each of the above parties are collectively referred to as the "Swim Team") hereby on their/his/her own behalf and on behalf of their/his/her child **release the Swim Team, acquit and waive any claim for liability against** the Swim Team, **from any and all** claims, demands, damages, actions or causes of action, whether or not now known or contemplated, on account of any personal injury, including death, or damages to personal property sustained or suffered by the undersigned or their/his/her child **caused by or due to the negligence or fault of the Swim Team or otherwise** arising from said child's participation in or obtaining services from the Swim Team, including, but not limited to, any event, travel, practice or any other activity related to or involving the Swim Team.

The undersigned acknowledge(s) that they understand that from time to time and on different occasions and at different locations said child may participate in a Swim Team event, practice or any other activity related to or involving the Swim Team.

It is expressly understood and agreed that this Release and Waiver of Liability and Indemnity Agreement ("Agreement") is intended to cover and does cover not only all known injuries, losses and damages but any future injuries, losses and damages not now known or anticipated but which may later be sustained, develop or be discovered, including the effects and consequences thereof. It is further expressly understood and agreed that this Agreement shall be deemed to be a release, waiver of liability, indemnity discharge and covenant not to sue and shall bind the undersigned, their/his/her child and each of their respective heirs, executors, administrators, personal representatives and assigns. This Agreement may be pleaded as a counterclaim to or as a defense in bar or abatement of any action taken by or on behalf of the undersigned or said child. In the event it is necessary for a counterclaim to be asserted or for any other action to be taken to enforce the provisions of this Agreement, the undersigned hereby agrees to indemnify and hold harmless the Swim Team against all loss or expense incurred in connection herewith, including, but not limited to, the payment of attorney's fees and reasonable costs.

It is further understood and agreed that the undersigned shall defend, indemnify and hold the Swim Team harmless from and against any claims asserted by, on behalf of or through the undersigned or their/his/her child, including claims that the negligence of the Swim Team caused or contributed to cause, in whole or in part, any personal injuries sustained or suffered by the undersigned or their/his/her child.

The undersigned agree(s) that this Agreement and any claim arising out of said child's participation in or obtaining services from the Swim Team shall be construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provision and that the courts in St. Louis County, Missouri shall be the forum for any lawsuits arising from any such claim.

I HAVE READ THE ABOVE AND FULLY UNDERSTAND ITS PROVISIONS.

_____ _____
Mother (signature) Date

**OR**

_____ _____
Father (signature) Date