

Sea Sports Swim

Statement of Risks and Liability

This is a statement in which you are informed of the risks of swimming. The statement also sets out the circumstances in which you participate in swimming at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement, please discuss with Sea Sports, Inc. If you are a minor, a parent or legal guardian must sign this form.

Swimming has inherent risks, which may result in serious injury or death.

I understand and agree that neither the staff, the facility, nor its affiliates and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns, (hereafter referred to as "released parties") may be held liable or responsible in anyway for injury's, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in swimming or as a result of negligence of any party, including the released parties, whether passive or active.

In consideration of being allowed to participate in swimming, I hereby personally assume all risks of the event whether foreseen or unforeseen that may befall me while I am a participant in this event. I further release, exempt and hold harmless said event and release parties from any claim or lawsuit by me, my family, estates and heirs, or assigns, arisen out of my participation in this including both claims before, during or after this event. I also understand that swimming is a physically strenuous activity and that I will be exerting myself during this event, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of the said injuries and I will not hold the released parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or legal guardian.

I understand the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this agreement is found to be unenforceable or invalid, that provisions shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

You must advise truthfully and fully inform the staff of the facility of your medical history.

Neither the staff, the facility through which this event is offered, or Sea Sports, Inc. accept any responsibility for any death, injury or loss suffered or caused by you or resulting from your own conduct or any matter conditioned under your control which amounts to your own contributory negligence.

In the absence of any negligence or other breach of duty by staff, the facility, your participation in this activity is entirely at your own risk.

I _____ by this instrument agree to exempt and release the staff of Sea Sports, Inc., the facility, and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to, the negligence of the released parties, whatever passive or active. I have fully informed myself on the contents of this liability release and assumption to the risk agreement by reading it before I signed it on behalf or myself and my heirs.

I acknowledge receipt of this statement and read all of the terms before signing this statement.

Signature of Parent/Legal Guardian (where applicable)

Date (month/day/year)

Student's Name (Please Print)

Signature of Student's Assistant (Please see Registration for details. Only where applicable)