



UPPER MORELAND SWIM CLUB

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the **UPPER MORELAND SWIM CLUB** facility activities ("Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGMENT OF RISK:** I acknowledge, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. **RISKS AND DANGERS:** I fully understand that:

- (a) UPPER MORELAND SWIM CLUB ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");
- (b) These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
- (c) There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. **DETAILED RISKS:** By signing below, I acknowledge and understand that participating in swim club activities may include, but are not limited to, the following risks: drowning, slipping on wet surfaces, physical injuries from diving, sunburn, dehydration, and other injuries associated with water activities.

4. **RELEASE OF LIABILITY:** I hereby release, discharge, and covenant not to sue **UPPER MORELAND SWIM CLUB**, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if

applicable, owner and lessors of premises on which the Activity takes place (each considered one of the "**RELEASEES**" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

5. ACKNOWLEDGMENT OF RULES AND PRECAUTIONS: I agree to abide by all posted pool rules and guidelines provided by Upper Moreland Swim Club. I also acknowledge and agree to follow all health and safety protocols.

6. LEGAL JURISDICTION AND VENUE: This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Any disputes arising under or in connection with this agreement shall be resolved in the courts of Pennsylvania. If any provision of this waiver is found to be unenforceable, the remaining provisions shall remain in full force and effect.

7. ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Full Name: _____

Address: _____

Email: _____

Phone Number: _____

Text or Email Preferred: _____

UPPER MORELAND SWIM CLUB

MINOR RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

I, **THE MINOR'S PARENT AND/OR LEGAL GUARDIAN**, UNDERSTAND THE NATURE OF UPPER MORELAND SWIM CLUB ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I hereby verify that I am over the age of 18, or, if signing on behalf of a minor, I am the parent or legal guardian of the minor participant and I am over the age of 18.

Initials: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT FOR THE USE OF PHOTOS ("MARKETING WAIVER")

IN CONSIDERATION of being permitted to participate in any way in the UPPER MORELAND SWIM CLUB facility activities ("Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGMENT:** I grant permission to UPPER MORELAND SWIM CLUB to use my image (photographs and/or videos) for use in media publications (videos, email blasts, group texts, recruiting brochures, newsletters, magazines, general publications, websites and/or affiliates).

2. **WAIVER OF RIGHTS:** I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS, MEANING, AND IMPACT. I UNDERSTAND THAT I AM FREE TO ADDRESS ANY SPECIFIC QUESTIONS REGARDING THIS RELEASE BY SUBMITTING THOSE QUESTIONS IN WRITING PRIOR TO SIGNING, AND I AGREE THAT MY FAILURE TO DO SO WILL BE INTERPRETED AS A FREE AND KNOWLEDGEABLE ACCEPTANCE OF THE TERMS OF THIS RELEASE.

Initials: _____

MINOR RELEASE

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE CONTENTS, MEANING, AND IMPACT OF THIS RELEASE. I UNDERSTAND THAT I AM FREE TO ADDRESS ANY SPECIFIC QUESTIONS REGARDING THIS RELEASE BY SUBMITTING THOSE QUESTIONS IN WRITING PRIOR TO SIGNING, AND I AGREE THAT MY FAILURE TO DO SO WILL BE INTERPRETED AS A FREE AND KNOWLEDGEABLE ACCEPTANCE OF THE TERMS OF THIS RELEASE.

Initials: _____

Full Name of Parent or Legal Guardian: _____

Full Name of Minor: _____

Address: _____

Email: _____

Phone Number: _____

Text or Email Preferred: _____