



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: _____