

MINOR

BEAR VALLEY SPRINGS ASSOCIATION SWIMMER

ASSUMPTION OF RISK, RELEASE FROM

LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____, hereby warrant that I am the Parent/Legal Guardian of _____ (the "Minor"). I hereby agree, on behalf of myself and Minor which voluntarily seeks to participate in activities and use the facilities within the Bear Valley Springs. As a condition of Minor's participation in the Activity, I hereby further agree, on behalf of myself and minor as follows:

1. **Assumption of Risk.** I hereby acknowledge, on behalf of myself and Minor, that Minor's use of the facility and participation in the Activity gives rise to risk of bodily injury to myself and other hazards (including damage to or loss of personal property), and I further acknowledge that I knowingly and voluntarily assume the risk of the same. **Initial**_____

2. **Release from Liability.** I hereby fully **RELEASE, WAIVE and DISCHARGE** the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns (collectively referred to as "Association"), **FROM ANY AND ALL LIABILITY** based on, arising out of or occurring in connection with my participation in or the Association's provision or allowing the Activity. For purposes of this Agreement, the term **LIABILITY** shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of Association, including wrongful death and other claims that may be filed on behalf of or for myself or Minor. **Initial**_____

3. **Indemnity.** I hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns, **FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES** based on, arising out of or in connection with Minor's use of the Facility and participation in the Activity and any related activity.

4. **Emergency Medical Care.** I give my permission for Minor to receive emergency medical treatment or surgical treatment and hospitalization if necessary, and that an attempt will be made to contact me or the person named below before taking such action. In case of an emergency, if I cannot be contacted at the telephones numbers listed below, the following person should be contacted:

Name: _____ Phone _____

Relationship: _____ **Initial** _____

(Signature of parent) _____ Home# _____ Cell# _____

(Print Name) _____ Address _____ T/L _____

INSURANCE

Carrier Name _____ Policy # _____ Policy Holder name _____