

WAIVER/RELEASE AGREEMENT

I understand that there are risks and dangers inherent in participating and/or receiving instruction in **Masters Swimming**, hereinafter "Activity". I also understand that in order to be allowed to participate and/or receive instruction in Activity, I must give up my rights to hold The Masters Swimming Association of British Columbia liable for any injury or damage which I may suffer while participating and/or receiving instruction in Activity.

Knowing this, and in consideration of being permitted to participate and/or receive instruction in Activity, I hereby voluntarily release The Masters Swimming Association of British Columbia from any and all liability resulting from or arising out of my participation and/or receipt of instruction in Activity.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, agents, and employees of those entities.

I understand and agree that this Waiver/Release will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in Activity, except for the acts or omissions of The Masters Swimming Association of British Columbia, its officers, agents or employees which are found to be negligent by a court of competent jurisdiction.

I understand and agree that this Waiver/Release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by the acts or omissions of others.

I understand and agree that by signing this Waiver/Release, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in Activity.

I understand and agree that this Waiver/Release will be binding on me, my spouse, my heirs, my personal representatives, my assignees, my children and any guardian ad litem for said children.

I understand and agree that by signing this Waiver/Release, I am agreeing to release, indemnify and hold The Masters Swimming Association of British Columbia, its officers, agents or employees harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my participation and/or receipt of instruction in Activity.

I understand and agree that if I am signing this Waiver/Release on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document of my own behalf.

I acknowledge that I have read this Waiver/Release Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in Activity .

Dated: _____, 20_____

Print Name: _____

Signature: _____

Witness: _____

Parent/Guardian Release (for 18 year olds):

I am the parent or legal guardian of the minor _____, and I am signing this Waiver/Release on behalf of said minor.

Print name of Parent: _____

Signature of Parent: _____

