

CLUB TRIDENT AQUATICS MINOR WAIVER/RELEASE

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

READ BEFORE SIGNING

IN CONSIDERATION OF _____, my child/ward, being allowed to participate in any way in Club Trident Aquatics Swim Club Program related events and activities, the Name undersigned acknowledges, appreciates, and agrees that:

- 1. The risk of injury to my child/ward from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. I FOR MYSELF, SPOUSE, AND CHILD/WARD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child/ward’s participation; and,
- 3. I willingly agree to comply with the program’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child/ward’s readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
- 4. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Club Trident Aquatics Swim Club, Cy Fair ISD, Stone Creek HOA; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward’s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law;
- 5. I, for myself, my spouse, my child’s/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above, and hereby acquit, waive, and release all Releasees from any and all liability claims, on the account of illness, Covid-19 or personal injuries sustained or suffered by the undersigned arising from the involvement or participation in or obtaining services from Club Trident Aquatics, including any event, travel, practice related to these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law;
- 6. I willingly agree to comply with the program’s stated and customary terms and conditions for participation. I assume responsibility for consulting with a physician before my child/ward’s participation. I also acknowledge that my child/ward, family member, and any guests who utilize the facilities do so at their own risk and discretion. In the event any become ill or been exposed to someone in the home who is ill, participation will cease for a period of fourteen days and, if I observe any unusual significant concern in my child/ward’s readiness for participation, in their health or the health of a member living in the child’s home and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PARENT/GUARDIAN SIGNATURE) (PRINT NAME) Date Signed:

UNDERSTANDING OF RISK I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(PARTICIPANT SIGNATURE) (PRINT NAME) (Date Signed)