

Southeastern Aquatics
Racine Family YMCA Swim Team



Waiver of Liability, Release and Indemnity Agreement

“You and Your” refers to [check the appropriate selection]:

____ participant (if participant is 18 or older) ____ Participant Parent/Guardian (if participant is a minor)

____ You acknowledge physical exercise can be strenuous and subject to risk of serious injury. Southeastern Aquatics Racine Family YMCA Swim Team (SEA) urges participants to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

____ You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your family, including child(ren), may be exposed to or infected by COVID-19 while on site at the pool or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the pool or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the SEA and pool management company employees, volunteers, and program participants and their families.

____ You agree that you, or your child, are voluntarily participating in these activities, with knowledge of the risks associated with such activity.

____ You acknowledge and agree that neither SEA nor you will be liable to the other for any special, indirect, incidental or consequential damages arising out of this Agreement. Except as otherwise specifically set forth herein, SEA’s total liability to you under or in connection to this Agreement shall not exceed the amounts paid or payable to SEA according to this agreement; Any action against SEA arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed not later than three (3) months after the cause of action has accrued.

____ You agree that should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force

____ By signing below, you understand and agree to the terms stated above. You understand the risks associated with Remote or Unsupervised Physical Exercise. IN ADDITION, BY SIGNING BELOW, YOU RELEASE SEA FROM ANY AND ALL LIABILITY FOR ANY INJURY OR DAMAGE THAT MAY ARISE FROM, BUT NOT LIMITED TO, YOUR PARTICIPATION IN (A) ANY ACTIVITY, CLASS, PROGRAM, PERSONAL TRAINING OR INSTRUCTION, (B) THE SUDDEN AND UNFORESEEN INJURIES ARISING OUT OF YOUR IMMEDIATE SURROUNDINGS, (C) OUR INSTRUCTION, TRAINING, OR SUPERVISION. THE FOREGOING UNDERSTOOD, YOU, YOUR HEIRS, ASSIGNS, AND YOUR PERSONAL REPRESENTATIVE HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST SEA, ITS OWNERS, OFFICERS AND EMPLOYEES, CONTRACTORS, AND ANY OTHER PARTIES CONNECTED TO THE SERVICES IN ANY WAY (“RELEASEES”) SINGULARLY OR COLLECTIVELY, AND FURTHER HOLD HARMLESS AND INDEMNIFY SUCH RELEASEES FROM AND AGAINST ANY LIABILITY, CLAIMS OF NEGLIGENCE, MISADVENTURE, HARM, LOSS, INCONVENIENCE OR DAMAGE HEREBY SUFFERED OR SUSTAINED AS A RESULT OF YOUR PARTICIPATION IN THE SERVICES, OR ANY OTHER SERVICES OR ACTIVITIES OFFERED BY RELEASEES. THE FOREGOING NOTWITHSTANDING, THIS IS NOT A RELEASE AND WAIVER OF INTENTIONAL OR RECKLESS ACTS OF RELEASEES. SUCH RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY SHALL APPLY TO YOUR OWN CLAIMS AND/OR CLAIMS OF THIRD PARTIES, RELATING TO MY PARTICIPATION IN THE SERVICES. YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. YOU HAVE HAD THE OPPORTUNITY TO BARGAIN WITH SEA WITH ADEQUATE INSURANCE OR AN ADEQUATE CASH DEPOSIT TO NOT HAVE TO AGREE TO THE WAIVERS OR RELEASES OF LIABILITY OR INDEMNIFICATION PROVISIONS SET FORTH HEREIN. YOU UNDERSTAND THAT YOU HAVE WAIVED AND SURRENDERED VALUABLE LEGAL RIGHTS. YOU HAVE SIGNED THIS WAIVER VOLUNTARILY; AFTER DUE NEGOTIATIONS, IN EXCHANGE FOR THE CONSIDERATION DESCRIBED ABOVE.

This Agreement and its terms bond a relationship between SEA and yourself. Each time you participate in these activities, you affirm the terms of this Agreement and agree to indemnify and hold SEA and its employees harmless from all liability and claims, as stated above. The Services are provided under this Agreement by SEA.

Participant or Parent/Guardian Signature: _____