

**SWIM TRAINING RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Parkcrest Swim and Tennis Club, Inc. ("Parkcrest") is making its pool facility available to the James Madison Memorial High School Girl's Swim Team at any time during the high school girls fall season for the purpose of conducting pre-season swim training in the pool under the supervision of Head Swim Coach Jason Verhelst. The training is not sponsored by Parkcrest, not taught by Parkcrest employees, nor does Parkcrest have any control over the manner in which the training and instruction is conducted which is solely the responsibility of Coach Verhelst and any assistant coaches utilized by him. The undersigned warrants and represents that the Student-Athlete is physically capable of participating in the training. Training will not include, and Student-Athlete represents that she will not engage in, any racing start entries into the pool, and will at all times enter the pool feet first.

WE UNDERSTAND THAT AS A CONDITION OF PARKCREST MAKING ITS FACILITIES AVAILABLE FOR TRAINING AND PERMITTING PARTICIPANT TO UTILIZE THE FACILITIES, WE ARE REQUIRED TO EXECUTE THIS RELEASE AND LIABILITY WAIVER, AND THAT BY DOING SO, WE ARE GIVING UP VALUABLE RIGHTS.

WE ACKNOWLEDGE that competitive swimming may be potentially dangerous as by its very nature, the activity involves motion, submersion in the water, rotation or twisting of the body and inverted body positions, that accidents can and do occur, and there is risk of serious injury, including permanent disability or death, as well as diverse social and economic losses which might result not only from Student-Athlete's own actions, inactions, or negligence, or that of any instructors or coaches, but also from that of other participants, or due to the condition of the facility, or of any equipment used.

THE UNDERSIGNED ASSUMES ALL THE FOREGOING RISK AND ACCEPTS PERSONAL RESPONSIBILITY FOR ANY DAMAGES FOLLOWING ANY INJURY, PERMANENT DISABILITY, OR DEATH. WE FURTHER ASSUME THE RISK OF VERIFYING THE QUALIFICATIONS OF ALL COACHES OR INSTRUCTORS CONDUCTING THE TRAINING.

THE UNDERSIGNED HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE AND/OR OTHERWISE INDEMNIFIES PARKCREST, MADISON METROPOLITAN SCHOOL DISTRICT, THE CITY OF MADISON, JAMES MADISON MEMORIAL HIGH SCHOOL AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, COACHES, INSTRUCTORS, TEACHERS, AGENTS, ASSOCIATED PERSONNEL (ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY TO EACH OF THE UNDERSIGNED (INCLUDING BOTH PARENTS) AND PARTICIPANT'S HEIRS OR NEXT OF KIN FOR ANY AND ALL CLAIMS OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE PARTICIPANT ARISING OUT OF, OR RELATING TO PARTICIPATING IN THE AFOREMENTIONED SWIMMING TRAINING.

WE HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS. SIGNATURE BY ONE PARENT SHALL BE CONSIDERED A SIGNATURE OF, AND AGREEMENT TO THE ABOVE, BY BOTH PARENTS.

Dated _____

Signature of Student-Athlete

Signature of Parent or Guardian
(if Student-Athlete is less than 18 years old)