

Participant's Name

Liability Release, Assumption of Risk, Indemnification and Parental Consent Agreement

In signing below, the participant agrees to abide by the conditions herein. I consent to my or my minor's participation in the lessons, programs, events, gatherings, meetings, fundraisers, service projects, or other uses (hereinafter referred to as "Activities") offered by Rotary International, Rotary District 7850 and/or its clubs, and all of their respective owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them, and acknowledge that the minor and I fully understand my or my minor's participation may involve risk of serious injury or death, including losses which may result not only from my or my minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Activities are conducted, and the rules of play for these Activities. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with an authorized officer of Rotary International, Rotary District 7850 and/or its clubs before I sign this document and before any Activities begin. I intend to be legally bound and hereby for ourselves, our heirs, executors and administrators, waive, release, and forever discharge any and all rights and claims for damages which we or either of us may hereafter have against Rotary International, Rotary District 7850, its clubs, and its directors, officers, agents, representatives, successors and assigns, for any and all damages which may be sustained or suffered by us or either of us in connection with or arising out of our participating in Activities hosted by Rotary International, Rotary District 7850 and/or its clubs.

GENERAL ACKNOWLEDGEMENT & ACCEPTANCE

I hereby acknowledge that all information and signatures on this form are applicable to my or my minor's participation in all "Activities" of any kind offered by Rotary International, Rotary 7850 and/or its clubs, and I agree to abide by the rules and regulations specified in this document and provided through Rotary International, Rotary District 7850 and/or its clubs in relation to the "Activities" in which we engaged.

ASSUMPTION OF RISK OF SERIOUS INJURY

I understand and appreciate that our participation in the above Activities carries a risk of serious injury, including permanent paralysis or death. I voluntarily and knowingly recognize, accept, and assume this risk. I certify that, to the best of my knowledge and belief, I or my child are in good health and in proper physical condition for the anticipated conditions of the Activities engaged in and I agree that it is my sole responsibility to determine whether I am, or my child is, sufficiently fit and healthy enough to participate. I understand and acknowledge the physical and mental rigors associated with swimming, and realize that such activities are inherently dangerous. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, illness, permanent disability, paralysis and death. I understand and acknowledge that I may be exposed to undefined harm or damage which may not be readily foreseeable and other presently unknown risks and dangers. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inaction or negligence of the released parties. I agree to be familiar with and abide by the rules and regulations established for the participation in Activities. I also accept sole responsibility for my or my minor's conduct and actions while participating in any activity pertaining to Rotary International, Rotary District 7850 and/or its clubs.

RELEASE

The undersigned individual, or parent or legal guardian of _____, does hereby represent they are, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above, as releases, from all liability, loss, cost, claim, or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

MISCELLANEOUS

The Waiver and Release Form shall be construed in accordance with the subject to the laws of the State of New Hampshire. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

Participant's Name (Please Print)

Participant's Signature OR Parent's Signature & Printed Name Date

(If Participant is under 18 years of age, the Parent(s) or Guardian(s) shall execute the following Waiver)

This is to certify on this date that I, as parent/guardian of _____ participating in any and all activities of Rotary International and Rotary District 7850, give my consent to Rotary International and Rotary District 7850 and its medical representatives to obtain medical care from any licensed physician, hospital, or clinic for the above mentioned minor for injury that could arise from activities if I am not present.

Parent/Guardian Signature

Relationship

Parent/Guardian Name (please print)

Date