

Riddlewood Swim Club
56 War Trophy Lane, Media, Pa 19063
610-566-9834

Participant Agreement, Release, and Assumption of Risk

In consideration of the services of Riddlewood Swim Club bond holders, board members, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Riddlewood Swim Club on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my attendance at the swim club entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: muscular strains and sprains; cardiac complications; accidental drowning; and slips and falls getting in and out of the pool and around the pool facility. Furthermore, Riddlewood Swim Club employees have difficult jobs to perform. They seek safety, but they are not infallible. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Riddlewood Swim Club from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Riddlewood Swim Club's equipment or facilities, **including any such claims which allege negligent acts or omissions of Riddlewood Swim Club.**
4. Should Riddlewood Swim Club or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Riddlewood Swim Club, I agree to do so solely in the state of Pennsylvania, County of Delaware and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The Delaware County Courts shall have exclusive jurisdiction for any dispute arising under, or pertaining to, this waiver and release. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a law suit against Riddlewood Swim Club on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Parent's or guardian's additional indemnification. In consideration of the Minor(s) listed: Print minor(s) names

Full Name _____ Full Name _____

Full Name _____ Full Name _____

Parent/Guardian Name _____ Signature _____

Home Address _____

Home Phone _____ Cell Phone _____

Emergency Contact _____ Phone _____

("Minor(s)") named above being permitted by Riddlewood Swim Club to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Riddlewood Swim Club from any and all Claims which are brought by, or on behalf of the Minor(s), and which are in any way connected with such use or participation by the Minor(s).