

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
FOR INDIVIDUALS AND GROUPS

In consideration for being permitted to enter and use (the property) herein defined as including but not limited to the driveway, entrance and all the walkways, grounds, buildings and other areas appurtenant to the Forest Park Swimming Association, swimming pool including the pool itself, each of the undersigned for himself, his personal representatives, heirs, and next of kin, acknowledges and agrees to the following terms and conditions:

1. The undersigned adult or the undersigned parent or legal guardian accompanying one or more minors, represents that he has or will immediately upon entering any such areas, and will continuously thereafter, inspect such areas and all portions thereof which he enters with which he comes into contact and he does further warrant that his entry upon such area or areas constitutes acknowledgement that he has inspected such areas and that he finds and accepts the same as being safe and reasonably suited for his purposes or activities, and he further agrees and warrants that if at any time he is in or about any areas and he feels anything to be unsafe will immediately so advise the lifeguard or other responsible adult.

OR

If the below named individual(s) is a minor using the property as a member of an approved group, the undersigned parent or legal guardian delegates the above described obligation to the adult(s) officially designated to accompany the group.

2. The undersigned adult, parent or legal guardian **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Forest Park Swimming Association owners and leasees of (the property) and each of them their officers and employees all for the purpose herein referred to as "releasees", from all liability to the undersigned, his personal representative, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property resulting to the individual(s) named below whether caused by the negligence of the releasees, or otherwise while the individual(s) named below are involved or participating in any purpose or activity on the property.
3. The undersigned adult, parent or legal guardian **HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** the releasees and each of them from any loss, liability damage, or cost they may incur while the individual(s) named below are involved or participating in any activity on the property whether caused by the negligence of the releasees or otherwise.
4. The undersigned adult, parent or legal guardian **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while the individual(s) named below are involved or participation in any activity on the property.

The undersigned adult, parent or legal guardian expressly acknowledges and agrees that swimming and diving are activities in which there are substantial risks of head and neck injuries or drowning etc., all of which involves the risk of serious injury and/or death and/or property damages. The undersigned adult, parent or legal guardian further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The **UNDERSIGNED ADULT, PARENT OR LEGAL GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PERSONS COVERED BY THIS AGREEMENT

IF THIS AGREEMENT COVERS MINORS, THEN THE SIGNATURE OF A PARENT OR LEGAR GUARDIAN IS REQUIRED BEFORE THE MINOR IS ALLOWED TO SWIM.

CHILD(REN):

_____	_____
_____	_____
_____	_____

Signature of Parent or Legal Guardian

Date