

**2023 AQUATICS PROGRAM**

**PARTICIPANT'S:**

**RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in one or more of the following "swimming activities" of the City of Glendale's Community Services & Parks Department ("the City"):

- Swimming Lessons
- Community Swim Team
- Junior Lifeguard Training
- Water Polo Team
- Recreation Swimming
- Wading Pools

I understand and agree that I will be using a swimming pool for swimming activities. Swimming activities in a swimming pool have risks that include, but are not limited to: slipping and falling; drowning; collision with other persons, objects, or the pool's structure; broken bones; concussion; physical injury to muscles, tendons, and body parts; cuts or scrapes; pain or soreness; fatigue or exhaustion; cold or hot weather conditions; sunburn; dehydration; hypothermia (chill leading to a lowered body temperature); water ingestion; exposure to chemicals that burn the eyes and skin; insect bites; nausea; or death.

Although my swimming activities usually will take place in Glendale— at the swimming pool at Pacific Community Pool, Hoover High School Pool, or a wading pool — I understand and agree that occasionally I will travel to swim sites outside Glendale. I understand and acknowledge that while I am participating in swimming activities, I will be under adult supervision of a member from the City's Community Services & Parks Department. I agree to provide and wear my own protective body clothing, equipment, or both. I represent that: (1) I am in good physical condition and emotional health; (2) I am not suffering from any condition, disease, or disability that can hinder or endanger my participation in swimming activities; and (3) a licensed medical doctor has examined me, and I am qualified to participate in swimming activities. **PLEASE INITIAL:** \_\_\_\_\_.

**I AM AWARE THAT THE SWIMMING ACTIVITIES ARE PHYSICALLY DEMANDING, ARE DANGEROUS, AND HAVE A RISK OF SERIOUS INJURY OR DEATH. I AM AWARE THAT I AM VOLUNTARILY PARTICIPATING IN ONE OR MORE OF THE SWIMMING ACTIVITIES, WITH MY KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE.**

**PLEASE INITIAL:** \_\_\_\_\_.

AS LAWFUL CONSIDERATION for the City's permitting me to participate in, and to be transported to and from, the swimming activities, **I HEREBY AGREE** that I, my heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** the City, its officers, agents, or employees for injury, death, or damage arising out of the negligence, intentional, or other acts, howsoever caused, by the City or by any officer, agent, or employee of the City, as a result of my participation in— and transportation to and from— swimming activities.

In addition, **I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)** the City, its officers, agents, and employees from and against **ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, death, or damage arising out of my participation in— and transportation to and from— swimming activities.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF AND THE CITY, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS AGREEMENT WILL REMAIN IN EFFECT AT ALL TIMES WHILE I PARTICIPATE IN SWIMMING ACTIVITIES DURING THE AQUATICS PROGRAM.**

\_\_\_\_\_  
By my signature below, I certify that I am eighteen (18) years of age or older.

\_\_\_\_\_  
I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has completed the "Parent's/Guardian's Release of Liability & Indemnity Agreement" on the reverse side.

\_\_\_\_\_

Dated

\_\_\_\_\_

Participant's Signature

\_\_\_\_\_

Home Address

\_\_\_\_\_

Home Telephone Number

Staff Initials \_\_\_\_\_

## 2023 AQUATICS PROGRAM

PARENT'S / GUARDIAN'S:

### RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I, \_\_\_\_\_, the parent/guardian of \_\_\_\_\_, acknowledge that my child has voluntarily applied to participate in one or more of the following "swimming activities" of the City of Glendale's Community Services & Parks Department ("the City"):

Swimming Lessons    Community Swim Team    Junior Lifeguard Training    Water Polo Team    Recreation Swimming    Wading Pools

I understand and agree that my child will be using a swimming pool for swimming activities. Swimming activities in a swimming pool have risks that include, but are not limited to: slipping and falling; drowning; collision with other persons, objects, or the pool's structure; broken bones; concussion; physical injury to muscles, tendons, and body parts; cuts or scrapes; pain or soreness; fatigue or exhaustion; cold or hot weather conditions; sunburn; dehydration; hypothermia (chill leading to a lowered body temperature); water ingestion; exposure to chemicals that burn the eyes and skin; insect bites; nausea; or death.

Although my child's swimming activities usually will take place in Glendale— a at the swimming pool at Pacific Community Pool, Hoover High School Pool, or a wading pool — I understand and agree that occasionally my child will travel to swim sites outside Glendale. I understand and acknowledge that while my child is participating in swimming activities, my child will be under adult supervision of a member from the City's Community Services & Parks Department. I agree to provide my child with protective body clothing, equipment, or both. I represent that: (1) my child is in good physical condition and emotional health; (2) my child is not suffering from any condition, disease, or disability that can hinder or endanger my child's participation in swimming activities; and (3) a licensed medical doctor has examined my child, and my child is qualified to participate in swimming activities.

**PLEASE INITIAL:** \_\_\_\_\_.

**I AM AWARE THAT THE SWIMMING ACTIVITIES ARE PHYSICALLY DEMANDING, ARE DANGEROUS, AND HAVE A RISK OF SERIOUS INJURY OR DEATH. I AM AWARE THAT MY CHILD IS VOLUNTARILY PARTICIPATING IN ONE OR MORE OF THE SWIMMING ACTIVITIES, WITH MY KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ON MY CHILD'S BEHALF ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE.**

**PLEASE INITIAL:** \_\_\_\_\_.

**AS LAWFUL CONSIDERATION for the City's permitting my child to participate in, and to be transported to and from, the swimming activities, I HEREBY AGREE that I, my child, our heirs, distributees, guardians, legal representatives, and assigns WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE the City, its officers, agents, or employees for injury, death, or damage arising out of the negligence, intentional, or other acts, howsoever caused, by the City or by any officer, agent, or employee of the City, as a result of my child's participation in— and transportation to and from— swimming activities.**

**In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the City, its officers, agents, and employees from and against ALL ACTIONS, CLAIMS, OR DEMANDS that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, death, or damage arising out of my child's participation in— and transportation to and from— swimming activities.**

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF (AND ON MY CHILD'S BEHALF) AND THE CITY, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS AGREEMENT WILL REMAIN IN EFFECT AT ALL TIMES WHILE MY CHILD PARTICIPATES IN SWIMMING ACTIVITIES DURING THE AQUATICS PROGRAM.**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Home Telephone Number

Staff Initials \_\_\_\_\_

\_\_\_\_\_  
Business Telephone Number