

Take The Plunge

LIABILITY RELEASE, WAIVER, AND INDEMNITY AGREEMENT

In consideration for permission to participate in the Take The Plunge program, each person signing below or on the reverse hereby stipulates and agrees:

1. ASSUMPTION OF RISK.

I represent that I am physically sound and have medical approval to participate in the Take The Plunge program and related events (the "Activities"). I have recently sought and received a medical examination that determined that it is safe for me to participate in the physical exertion involved in the Activities. If I show any symptoms that might call into question the adequacy of my health to participate in the Activities, I will immediately seek and obtain further medical examinations before participating in the Activities. In all events, I shall assume the risk of my medical condition not being adequate to participate in the Activities. I shall promptly notify the Swims in writing of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities. I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.

2. RELEASE FROM LIABILITY.

I agree, for myself and my heirs, to fully and forever discharge and release Richmond Swims and East Bay Regional Park District their officers, directors, agents, contractors, employees and co-participants (collectively, the "Releasees") from any and all liabilities, losses, claims, demands, actions and causes of action whatsoever, whether know or unknown and whether caused by their NEGLIGENCE or for any other reason, on the account of, or in any way resulting from, personal injuries, suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in, the Activities. I agree that this discharge and release shall include my participation in any and all activities sponsored by the Releasees including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotional activities.

3. COVENANT NOT TO SUE.

I agree, for myself and all my heirs, not to sue Releasees, not to initiate to assist the prosecution of any claim for damages or cause of action which I or my heirs may have by reason of personal injury or death, or damage to property arising from my participation in the Activities or Releasees' other activities.

4. INDEMNITY AGREEMENT.

I agree, for myself and my heirs, to indemnify and hold harmless Releasees from any losses, claims, damages, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participant or by the Releasees, from activities contemplated by this Agreement. I give permission to Releasees to obtain on my behalf and at my expense any emergency medical treatment. In case of sickness, accident or injury, Releasees have my permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

5. CONTINUATION OF OBLIGATIONS.

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE & INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times. In the event of any dispute or controversy arising with respect to this Agreement, its interpretation and/or application, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in San Francisco, California, pursuant to the commercial arbitration AAA rules then in effect.

I HEREBY AUTHORIZE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS AGREEMENT.

I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS: "**CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR**".

I HEREBY UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which she/he may have against another party or parties herein released.

Signature of Participant

PRINTED Name of Participant

Date

If Age under 18, Signature of Guardian

PRINTED name of guardian

Date: _____

Participant: you must also complete **ALL** fields below. Please print clearly.

Phone: _____

Email address: _____

Address: _____

Emergency Contact Name &
Phone # _____