

TRIDENT SWIM CLUB – ADULT MASTERS PROGRAM
RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I, _____, who is over eighteen years of age, desire to participate in the Trident Swim Club Adult Masters Program (“Program”) held at the swim club. I declare and agree that my participation in this program is fully voluntary. I agree to comply with Trident Swim Club’s and the Programs Rules and Regulations, which may be changed or modified in the swim club’s discretion.

1. In consideration of my participation, I certify that I am in good health and have no physical or other impediment which would endanger me while participating in this Program. I attest that I can swim at least 25 yards and can tread water for 1 minute. Swimming, diving, incidents with other swimmers, and other activities in the pool and in the surrounding pool area can result in damage, loss, serious injury, paralysis, head injuries and even death. I acknowledge and agree that swimming has inherent risks and I have full knowledge, not limited to or by anything stated herein, of the nature and extent of all risks associates with swimming and participation in the Program. I knowingly and freely assume all such risks. I declare that I am not under the influence of any chemical substance including alcohol that may impair my mental faculties and sound judgment, at the time of the signing of this Agreement or at the time of participation in the Program. I understand that, by my participation in and while I am participating in the Program, I am not entitled to bring guests inside the Trident Swim Club facilities, including children or other family members or friends. Any additional individuals will be ask to and must leave the facilities.

2. In further consideration of my participation in this Program, I hereby, on behalf of myself, legal representatives, parents, heirs, executors, administrators and assigns, release and forever discharge Trident Swim Club, the operators of the swim club, its employees, agents, officers, directors, and affiliates from, and relinquish and forever waive, any and all claims and causes of action arising out of my participation in the Program for negligence, gross negligence, and any such other actionable conduct resulting in personal or bodily injury, property damage or death. I acknowledge and agree that Trident Swim Club, the operators of the swim club, its employees, agents, officers, directors, and affiliates are not responsible for any such injury, damage or death.

3. I further agree to indemnify and hold harmless Trident Swim Club, the operators of the swim club, its employees, agents, officers, directors, and affiliates from and against any and all liability incurred as a result of or in any manner related to my participation in this Program and related activities. If despite the signing of this Agreement, a lawsuit is brought against Trident Swim Club, the operators of the swim club, its employees, agents, officers, directors, and affiliates in any way relating to my participation in the Program, I agree to pay for any and all court costs and attorney’s fees they incur as a result of such litigation.

4. If I feel ill, I will stop swimming and exit the pool area. In the event of an emergency, I will call 911. In case of accident or sickness, I consent to emergency medical care provided by ambulance or hospital personnel.

5. I hereby consent to the use of my photograph in Trident Swim Club brochures, publications, slide presentations, etc.

6. I have read and fully understand this Agreement. I agree that if any provision of this Agreement is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and in effect. **I ACKNOWLEDGE AND UNDERSTAND THAT NO LIFEGUARDS OR SAFETY PERSONNEL WILL BE AVAILABLE DURING THE PROGRAM HOURS AND THAT I AM PARTICIPATING IN THE PROGRAM AND SWIMMING AT MY OWN RISK.**

Signed: _____
Address: _____
Email: _____

Date: _____
Emergency Contact: _____