

RELEASE AND WAIVER OF LIABILITY

The undersigned acknowledge(s) that in 2011, the undersigned, and/or his/her child(ren) or ward(s) identified below, may or will be attending and/or participating in swim practices and meets conducted by the below named swim team ("Home Team"), which is a member of the Virginia Peninsula Swimming Union, a Virginia corporation ("VPSU"), at Home Team's pool, owned and/or operated by Home Team or an affiliated entity ("Home Team Pool Owner/Operator"), in swim meets conducted by other swim teams of the VPSU ("League Teams") at League Team pools, at the VPSU Champs Meet at the pool owned by Eastern State Hospital or, Fort Eustis or, Midtown Aquatics Center, or by any other League Team (individually and collectively), and in activities associated with such teams, meets, practices and/or pools (individually, and collectively, such practices, meets, and activities are defined herein as, the "Event" or "Events"). I hereby further acknowledge and recognize that such attendance and/or participation in the said Events can be potentially dangerous and involve certain real and unpredictable risks, including without limitation injury or damage to person and/or property. As lawful consideration for the me and/or my child(ren) or ward(s) (individually and collectively, the "Releasor" and/or "Releasor(s)") being permitted to attend and/or participate in any Event, the undersigned Releasor(s) hereby:

- (1) agree(s), if he/she is a parent or guardian, that he/she will not permit any of his/her minor children or wards to attend or participate in any Event unless each is properly trained, medically able, and/or under proper supervision at all times;
- (2) agree(s) willingly to assume the risk of any injury to, or death of, any Releasor, and/or the risk of any and all damage to, or loss of, any Releasor's property, caused by any Releasor's negligence or misconduct, and/or the negligence and/or misconduct of the Home Team, any League Team, any Home Team Pool Owner/Operator, VPSU, and/or any host venue and/or their respective officers, directors, members, employees, agents, subcontractors, representatives, and/or volunteers (individually, "Releasee" and collectively, the "Releasees"); and
- (3) release(s) from any and all liability, and agree(s) not to sue, or make any claim against the Releasees for any and all injuries, deaths, damages, and/or losses, including claims for attorneys fees (collectively, the "Claims") arising from any Releasor's attendance at and/or participation in the Event and/or associated activities, whether or not any Claim was caused by any Releasor's negligence, any Releasee's negligence or misconduct, and/or any other cause.

As lawful consideration for the Releasor(s) being permitted to attend and/or participate in any Event, the Releasor(s) further agree(s) to defend, indemnify and hold harmless, the Releasees from any Claims made by others as a result of any Releasor's negligence and/or misconduct and/or from any Claims made by any parent, guardian and/or next friend of any Releasor. The undersigned hereby represents and warrants that this Release and Waiver of Liability is made by and on behalf of, and shall be effective against, the undersigned, any Releasor under the age of 18, and/or any other parent or guardian of any such Releasor. The undersigned further agrees that the Releasor(s) will abide by all rules established for the Events, including all safety rules, and any decision of officials of the Home Teams, League Teams, Home Team Pool Owner/Operators, VPSU and/or the hosting venue made in connection with any Event.

THIS IS A RELEASE AND WAIVER OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE AND WAIVER IF YOU HAVE NOT READ IT COMPLETELY OR DO NOT UNDERSTAND OR DO NOT AGREE WITH ANY OF ITS TERMS.

HOME TEAM: _____ DATE: _____

Name(s) of swimmer(s)/Releasor(s): _____

[Signature(s) of Swimmer(s)/Releasor(s) if age 18 or over]

[Signature(s) of Parent(s) or Guardian(s) (if Swimmer(s)/Releasor(s) is/are under age 18)]