

Swim & Gym Waiver



Parent(s) Name(s): _____

Child(ren) Name(s): _____ D.O.B. _____

E-mail: _____

Minor
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT

In consideration of participating in the Arizona Sunrays Gymnastics and Dance Center activities I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Arizona Sunrays Gymnastics and Dance Center, its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or Or alleged to be caused whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date: _____

Signature of participant

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operation, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent/or Legal Guardian

Date: _____

Signature of Parent/or Legal Guardian

Waiver



HUBBARD FAMILY SWIM SCHOOL

CONSENT FOR EMERGENCY MEDICAL TREATMENT

In the event of a medical emergency, I, the undersigned Parent(s)/Guardian(s), hereby grants authorization to the Hubbard Family Swim School and Hubbard Summer Sports Camps ("Hubbard"), and its representatives, to employ any legally licensed physician or health care facility on behalf of each of the undersigned, and to direct and/or order emergency medical treatment for the above named participant(s). Each of the undersigned further agrees that neither Hubbard nor any of it's representatives, shall be liable under any circumstances to anyone for exercising the foregoing authority in the event of an emergency.

INFORMED CONSENT AND WAIVER/RELEASE

I, the undersigned, as the parent or legal guardian of the child(ren) listed on this application in consideration of the request and permission of my son(s)/daughter(s) to participate in the Hubbard programs, including, but not limited to the Sports Camps, Swim Lessons, Swim Squads/Teams, hereby assume full responsibility for all risks of injury or loss which may result from my son's/daughter's participation in this activity and hereby agree to hold harmless, release and forever discharge Hubbard, it's officers, agents and employees from and waive any and all claims and demands whatsoever which the undersigned and any of them or any third person of any accident, illness, injury, or death of any person and persons, or damage to or loss or destruction of any property arising or resulting from swimming, archery, weight training, and a variety of strenuous exercise, vigorous physical activities and/or running directly or indirectly from my son's/daughter's participation in the aforementioned program and occurring during said participation or any time subsequent thereto, save and except that the above provisions shall not be applicable to injury to or death of persons, or damage to or loss of property arising out of the sole negligent acts or omissions of Hubbard, their officers, agents or employees. The terms of this release shall serve as a release and assumption of risk for my son(s)/daughter(s), heirs, executors and administrators and for all my family members.

I understand, agree, and acknowledge that there are risks inherent in the sports activities conducted by the Hubbard Family Swim Schools and the Hubbard Summer Sports Camp, including, but not limited to paralyzing injuries, brain injuries, and death. These activities may be of a hazardous nature and/or may include activities such as swimming, a variety of strenuous exercise, and vigorous physical activities. With the full understanding of the facts, I state, that to the best of my knowledge, my son(s)/daughter(s) listed on my account has no medical, physical, mental or emotional health condition which would hinder or prevent his/her active participation in Hubbard programs.

MINOR MODEL RELEASE

I understand that Photos and Videos (herein and after collectively "Images") are occasionally taken at Hubbard Family Swim School and Sports Camps ("HFSS") facilities and that any Images taken of myself or my minor child may be used. I here by give HFSS my permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing or packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified.

I agree that I have no rights to the Images, and all rights to the Images belong to HFSS. I acknowledge and agree that I have no right to Consideration or accounting, and that I will make no claim for any reason to H FSS.

I have read and understood, and I agree with the informed consent and waiver/release, emergency medical authorization, and minor model release outlined above as it relates to my son(s)/daughter(s).

Printed name of participant

Date: _____

Signature of participant