



**City of Covington Parks and Recreation Aquatics Program
2020 YOUTH WAIVER AND INDEMNIFICATION FORM**

Every swimmer under the age of eighteen (18) at the *time of registration*, AND ALL his/her parent(s)/guardian(s), MUST read and understand this Agreement, sign below, and return to the City of Covington in order to participate in the Covington Seahorses Swim Team.

Minor Participant's Name _____ Age _____ Date of Birth: ____/____/____

Parent(s)/Guardian(s) Name(s) _____

Contact Phone # _____ Additional Contact Phone # _____

Email(s) _____

READ THIS DOCUMENT ("WAIVER") CAREFULLY BEFORE SIGNING. THIS WAIVER WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

In consideration of the above named Minor Participant (the "Minor") being permitted to participate in any way in the City of Covington Parks and Recreation Aquatics Programs ("Covington Aquatics" or "Programs"), I/we agree to the following:

1. CONSENT. I understand the nature of Covington Aquatics Programs and the Minor's experience and capabilities and believe the Minor to be qualified to participate in such programs and hereby give my consent for the Minor to participate in Covington Aquatics Programs for the 2020 swim season. I further acknowledge that I and the Minor are aware that the Programs will be conducted in facilities open to the public during said Programs. I further agree and warrant and will instruct the Minor that if at any time the Minor believes conditions to be unsafe, s/he will immediately discontinue participation in the Programs. I further hereby acknowledge that there may be no adult supervision, either provided by Covington Aquatics or otherwise, of Minor's participation in the Programs and I understand it is my responsibility as parent/guardian of the Minor to attend and supervise any such Programs, regardless of whether an adult may or may not be present.

2. ASSUMPTION OF RISKS. I FULLY UNDERSTAND THAT: a) injuries to participants in Covington Aquatics Programs may occur from inherent risks and potential dangers in the sport or activity, including, but not limited to, placing stress on the body that has not been prepared for; accidents in learning or practicing playing techniques; failing to follow game, training, safety or other team rules; the use of transportation to and from practices, meets, and other events related to the Programs; the administration of first aid; and weather-related events ("Risks"); b) injury from said Risks can include direct physical bodily injury ranging from minor cuts, scrapes, or muscle strain to serious, catastrophic bodily injury including, but not limited to, permanent disability, paralysis, and death, and can include emotional injury experienced as a result of inflicting injury to another or witnessing it; c) these Risks may be caused by the actions or inactions of the Minor; the actions or inactions of other participants in Programs including, but not limited to, other players, coaches, volunteers, parents, and other spectators; the condition in which Covington Aquatics Programs take place; or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; d) there may be other risks and personal, social, and economic losses 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, COSTS, AND DAMAGES INCURRED AS A RESULT OF THE MINOR'S PARTICIPATION IN COVINGTON AQUATICS PROGRAMS.



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3. WAIVER OF LIABILITY. I, ON BEHALF OF MYSELF, MY HEIRS, AND EXECUTORS, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF COVINGTON, its officers, employees, volunteers, and agents (each considered one of the "Releasees" herein) FROM AND FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY AND/OR THE MINOR'S ACCOUNT ARISING IN WHOLE OR IN PART FROM MY AND/OR THE MINOR'S PARTICIPATION IN COVINGTON AQUATICS PROGRAMS, AND ANY ASSOCIATED RISKS, INCLUDING THE NEGLIGENCE OF THE RELEASEES, NEGLIGENT RESCUE OPERATIONS, OR OTHERWISE.

4. INDEMNIFICATION. I FURTHER AGREE that if, despite this WAIVER AND INDEMNIFICATION AGREEMENT I and/or the Minor, or anyone on our behalf, makes a claim against any of the Releasees, I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE AFOREMENTIONED RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, OR COSTS, INCLUDING REASONABLE ATTORNEY FEES, THAT MAY OCCUR AS A RESULT OF OR DUE TO MY AND/OR THE MINOR'S PARTICIPATION IN COVINGTON AQUATICS PROGRAMS, AND ASSOCIATED RISKS, except where such losses, liability, claims, demands, damages, or costs result from the gross negligence of the Releasees.

5. PHOTO/VIDEO RELEASE. I give my permission to have photos and/or video recordings taken of me and/or the Minor during participation in Covington Aquatics Programs. I FURTHER GRANT TO THE CITY OF COVINGTON THE IRREVOCABLE, PERPETUAL, ROYALTY FREE, WORLD WIDE, SUBLICENSABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH MY AND/OR THE MINOR'S NAME, VOICE, LIKENESS, IMAGE, ANY PHOTOGRAPHS, OR ANY MATERIALS IN WHICH I/THE MINOR MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING, AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; and to alter and composite the same WITHOUT RESTRICTION AND WITHOUT MY INSPECTION OR APPROVAL. I hereby release the City of Covington from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.

6. AUTHORIZATION OF PARENT/GUARDIAN. I, the undersigned referred to as the parent(s) or legal guardian(s) of the Minor listed above, do hereby represent that I/we am/are, in fact, acting in such a capacity and agree to save and hold harmless and indemnify each and all the parties herein referred to above.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPTED AND AGREE TO THE ABOVE CONSENT, NOTICE OF ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND PHOTO RELEASE. I FURTHER UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

Minor Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____