



Adult and Minor NMFAC Participation Waiver and Release

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in NMFAC WATER Programs, now or any time in the future.

Adult/Parent/Legal Guardian Name _____

Minor Participant name (s) _____

Acknowledgement of Risk/Dual Release of Liability:

I am fully aware of and appreciate that, despite all reasonable precautions implemented for safety, there are risks, including the risk of catastrophic injury, paralysis, and even death, as well as other damages and losses associated with participation in swimming programs or activities and in being present in a swimming environment. I am aware of these risks and knowingly and willingly assume all such risks. Consequently, I hereby for myself, heirs, executors and administrators, do waive and release any and all rights and claims for damages against the owners, operators, employees and other members of New Milford Fitness & Aquatics Club of Swimming from personal injury or accident of any sort or nature suffered by me, the undersigned, or by my child, by reason of presence at NMFAC of Swimming or participation in any NMFAC of Swimming lesson programs, swim teams, camps, family swim, lap swim, aquatic exercise, therapy pool, jacuzzi, family fun day, birthday parties and renters.

I, in my legal capacity as the parent/guardian of the minor(s) named above, do hereby acknowledge, and agree that participation in NMFAC activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with NMFAC participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with NMFAC participation and that said list in no way limits the operation of this Agreement.

Waiver, Release, Indemnification & Covenant Not to Sue:

In consideration of my child's participation and my participation in NMFAC, I agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, *HEREBY DO RELEASE NMFAC, its officers, directors, employees, volunteers, agents, representatives, and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators, and assigns may have, now or in the future, against NMFAC on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of NMFAC facilities/equipment or participation in NMFAC programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.* In consideration of the named minor's participation in NMFAC, I, the undersigned parent/guardian of the named minor(s), agree to INDEMNIFY AND HOLD HARMLESS Releasees from all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's NMFAC participation. I hereby certify on behalf of myself and the named minor(s) that I have full knowledge of nature and extent of the risks inherent in NMFAC participation and that I, on behalf of the named minor(s) and I am voluntarily assuming said risks. I understand that I and the named minor(s) will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor(s) sustains while participating in NMFAC and that by signing this agreement I, on behalf of myself and the named minor(s), *HEREBY RELEASE* Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in NMFAC. I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Adult/Parent/Legal Guardian _____ Date: _____