

**THE ASPEN SWIM CLUB ACKNOWLEDGMENT OF RISK PARENT'S  
RELEASE  
OF LIABILITY AND INDEMNITY AGREEMENT 2008**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN ACKNOWLEDGMENT OF RISK AND A RELEASE OF CERTAIN CLAIMS AND A WAIVER OF CERTAIN LEGAL RIGHTS. "PARENT" MEANS THE UNDERSIGNED PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIM/HERSELF AND ON BEHALF OF THE MINOR CHILD(ren) ("CHILD") NAMED BELOW. "CLUB" MEANS THE ASPEN SWIM CLUB.**

Participation in any sporting activity carries with it an inherent risk of injury which may range in severity from minor to long-term catastrophic. Although serious injuries are not common in swimming, it is impossible to eliminate this risk.

SWIMMER MUST OBEY ALL SAFETY RULES, NOTIFY COACHING STAFF OF ANY AND ALL PHYSICAL INJURIES, AND FOLLOW A PROPER CONDITIONING PROGRAM.

Parent warrants and represents that the Child is in good health and there are no special instructions regarding the Child which have not been provided in writing to the Club. Parent has and agrees to maintain valid and sufficient medical and accident insurance for the Child throughout the time that the Child participates in any Club activities. The undersigned Parent understands that this is his/her sole responsibility, and **releases** the Club from any claim and/or responsibility for providing such coverage for the Child. The undersigned Parent **HEREBY COMPLETELY RELEASES** the Club, and their subsidiaries, representatives, agents, affiliates, officers, directors, shareholders, parent companies, servants and employees (collectively the "Released Parties") from **ANY AND ALL LIABILITY** and/or claims that the undersigned Parent may be entitled to bring on his/her own behalf that arise from the Child's or Parent's participation in any Club activity, including any claim based on **NEGLIGENCE OR BREACH OF WARRANTY**. The undersigned Parent further **AGREES TO DEFEND AND INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims that the undersigned parent might be entitled to bring on his/her own behalf and any claims brought by third parties which arise in whole or in part from the Child's or Parent's participation in any Club activity. In consideration of engaging in Club Activities, PARENT, on behalf of him/herself and his/her Child, agrees that all claims for injury and/or death for Parent or Child shall be **GOVERNED BY THE LAW OF THE STATE OF COLORADO AND EXCLUSIVE JURISDICTION** for any such claim shall be in County or District Court of Pitkin County, Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. The undersigned Parent or legal guardian acknowledges that he/she is signing this Agreement on behalf of him/herself and on behalf of the Child, who is a minor, and that the Child is bound by all the terms of this Agreement. This Agreement shall be binding upon the Parent's and Child's assignees, subrogers, distributors, heirs, next of kin, executors and personal representatives.

**AUTHORIZATION TO OBTAIN MEDICAL CARE**

Parent authorizes the Club and their authorized personnel to obtain medical care for the Child or to transport the Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Parent agrees that upon the Child's transport to any such medical facility or hospital that the Released Parties shall not have any further responsibility to the undersigned Parent or Child. Further, the Parent agrees to pay all costs associated with such medical care and related transportation provided for the Child and agrees to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care and related transportation.

**I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
**PRINTED NAME OF PARENT/LEGAL GUARDIAN or PARTICIPANT**

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**SIGNATURE OF PARENT/LEGAL GUARDIAN (if under 18) or PARTICIPANT DATE**

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**PARTICIPANTS NAME(S) PRINTED**

