

TO: _____

**INFORMED CONSENT, RISK ACKNOWLEDGEMENT
AND INDEMNITY AGREEMENT**

WARNING: By signing this document you indicate that you understand the risks associated with the activity(ies), that you are aware that by allowing your child to participate in the activity(ies) you are exposing him/her to the risks identified below. It gives the University authority to secure medical assistance for your child for which you agree to be financially responsible. You are agreeing to assume financial responsibility for any damage to third persons or their property caused by your child.

PLEASE READ CAREFULLY!

CHILD'S NAME: _____

PARENT'S/GUARDIAN'S NAME: _____

PARENT'S/GUARDIAN'S ADDRESS: _____

COURSE CODE & TITLE/ACTIVITY NAME : _____

COURSE/ACTIVITY DATE: _____

Participation in the activity(s) of **Swimming / Diving / Water Fitness**, carries with it certain inherent risks. I am aware that by allowing my child to participate in the activity(s), my child may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Travel by motor vehicle, bus or any other means of transportation to, from, or during the activity(s);
- Food Consumption: Ensure your child is aware not to partake of drinks/food that may be provided during this program if they have any food allergies.
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

NOTE: Please consult with your child's physician prior to them participating in any physical activity(s) or using any equipment if they have any pre-existing conditions which may be affected by their participation in the activity(s).

Sporting/Physical Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or non-visible), or against the ground, floors, walls or other surfaces;
- Contact with other participants, officials, spectators, or people or sustaining injuries arising from their actions;
- My child's participation and use of equipment beyond his/her own abilities; and
- The use, misuse, failure or malfunctioning of equipment.

Swimming/Diving/Water Fitness:

- Falls on pool decks or diving boards especially while entering or exiting the pool area or water;
- Sudden immersion, making contact with the diving board, pool structure, pool deck and/or other participants, visible or non-visible, drowning or body entrapment under the bulk head.

NOTE: When applicable to an activity(s), a Personal Flotation Device (PFD) designed specially for an activity(s) must be used at all times while engaged in an activity(s).

I have explained the risks associated with this activity to my child and he/she understands the risks.

1. _____ may secure such medical advice and services as it, in its sole discretion, may deem necessary for my child's health and safety and I shall be financially responsible for such medical advice and services.
2. I understand that it is my child's responsibility to abide by the rules and regulations imposed on the participants by the Instructor. I have explained to my child the need to follow the instructions given by the instructor.
3. I understand that if my child is supplying his/her own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which he/she is participating. I understand that _____ accepts no responsibility for any incidents or accidents occurring out of the use or misuse of my child's equipment.
_____ (Initial here that you have read paragraph 3.)
4. I agree to HOLD HARMLESS AND INDEMNIFY _____ from any and all liability for any damage to the property of, or personal injury to, any third party resulting from my child's participation in the activity(s).

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THE UNIVERSITY MAY DEEM NECESSARY FOR MY CHILD'S HEALTH AND SAFETY AND ALSO FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY THAT MY CHILD MAY CAUSE.

Signed this _____ day of _____, _____.

SIGNATURE OF PARENT OR GUARDIAN

PARENT OR GUARDIAN NAME (please print)

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

WITNESS ADDRESS

WITNESS TELEPHONE #

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraph 3 must be initialed before the child may participate in the activity(s).