

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the UPPER MORELAND SWIM CLUB facility activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) UPPER MORELAND SWIM CLUB ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND 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 I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE UPPER MORELAND SWIM CLUB, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner 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 ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT 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 litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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. Initials

MINOR RELEASE

I AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF UPPER MORELAND SWIM CLUB ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION 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 BE 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 RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. Initials

CANCELLATION POLICY

I also understand that UPPER MORELAND SWIM CLUB does enforce a cancellation policy. You need to have at least 24 hours notification of cancellation to get a full refund on all UPPER MORELAND SWIM CLUB'S canopy and grill rentals

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and picnic table reservations. If you do not give 24-hour notice, fees will be collected for these services at full rate. You will be refunded completely if given over 24-hour notice.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT FOR THE USE OF PHOTOS ("MARKETING WAIVER")

IN CONSIDERATION of being permitted to participate in any way in the UPPER MORELAND SWIM CLUB facility activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I grant permission to UPPER MORELAND SWIM CLUB to use my image (photographs and/or videos) for use in media publications (videos, email blasts, group texts, recruiting brochures, newsletters, magazines, general publications, websites and/or affiliates).
2. HEREBY WAIVE ANY RIGHT TO INSPECT OR APPROVE the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS, MEANING, AND IMPACT. I UNDERSTAND THAT I AM FREE TO ADDRESS ANY SPECIFIC QUESTIONS REGARDING THIS RELEASE BY SUBMITTING THOSE QUESTIONS IN WRITING PRIOR TO SIGNING, AND I AGREE THAT MY FAILURE TO DO SO WILL BE INTERPRETED AS A FREE AND KNOWLEDGEABLE ACCEPTANCE OF THE TERMS OF THIS RELEASE. Initials _____

MINOR RELEASE

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE CONTENTS, MEANING, AND IMPACT OF THIS RELEASE. I UNDERSTAND THAT I AM FREE TO ADDRESS ANY SPECIFIC QUESTIONS REGARDING THIS RELEASE BY SUBMITTING THOSE QUESTIONS IN WRITING PRIOR TO SIGNING, AND I AGREE THAT MY FAILURE TO DO SO WILL BE INTERPRETED AS A FREE AND KNOWLEDGEABLE ACCEPTANCE OF THE TERMS OF THIS RELEASE. Initials _____