



## WAIVER AND RELEASE – Hidden Valley Lake Association – 2016 Season

I, the undersigned, or parent or legal guardian of a minor, desiring to participate in the Pool/Community Center programs of the Hidden Valley Lake Association (HVLA) hereby acknowledge that the use by myself or my minor child of the facilities, equipment or programs of the HVLA is permissive only and is subject to the terms of this Release.

I acknowledge that the sport of aquatics, swimming, springboard diving, diving, swimming instruction, swim team, and other related activities hosted by the HVLA are action sports which carry significant risk of personal injury and even death. I hereby assume those risks, from all factors, known or unknown to me. Without limiting the foregoing, I acknowledge that:

1. Life Guard Certification requirements, lap swimming, recreational swimming, springboard diving, diving, swim lessons, aqua aerobics lessons, springboard diving lessons, and related aquatics programs are hazardous activities and I have made a voluntary choice to participate in those activities despite the risks;
2. The aforementioned risks, alone and in combination with my actions, the actions of other swimmers/aquatics participants, or actions of my minor child can cause severe or possibly even fatal injury to myself, my child or others. I acknowledge that I, or my minor child, as participants or users of the HVLA facilities and property, understand and assume and accept these risks and hazards whether known or unknown:

Having read and understood the foregoing, on behalf of myself, and my minor child (if applicable), I hereby waive any and all claims, demands, liabilities and recourse against the HVLA; all sponsors and the agents, agencies, affiliates, members, officers, competition officials, volunteers, directors and employees (Collectively, the "Released Parties") arising out of or relating to wrongful death, personal injury or property damage suffered by me or my child from participating in any happening, event or activity in any way related to the HVLA Pool/Community Center activities, events or programs. WITHOUT LIMITING THE FOREGOING, IT IS MY INTENTION THAT THIS WAIVER AND RELEASE EXTEND TO AND INCLUDE CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OF ANY RELEASED PARTY.

I understand this is a RELEASE OF LIABILITY, which will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death to me or my child. Additionally, in the event I file or, my child, or my legal representative files a claim or lawsuit arising out of participation in any way related to the released parties or the facilities of the released parties, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, for any damages, attorney's fees or costs arising out of such a claim or lawsuit. With the aforesaid fully understood I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I am signing this waiver and release form with the full knowledge of California Civil Code Section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The provisions of this statute are hereby waived. By signing below, I am indicating my acceptance of this waiver and release, and I am representing that I or my minor child are in sufficiently good physical condition to participate in the programs and activities of the HVLA without jeopardizing our health.

\*\*\*\* THIS SECTION TO BE COMPLETED FOR PARTICIPANTS AGE 18 AND OVER \*\*\*\*

Name of participant if over age 18, (print): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature of participant if over age 18, \_\_\_\_\_

(Note: parents of minors enrolled in HVLA aquatic programs are considered participants and must complete a separate waiver for themselves)

\*\*\*\* THIS SECTION TO BE COMPLETED FOR MINORS UNDER THE AGE OF 18 \*\*\*\*

Minor participant name (print): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_ Relationship to minor: \_\_\_\_\_

Signature of minor participant: \_\_\_\_\_