CARY SWIM CLUB CHILD RELEASE OF LIABILITY

I, _____, being an adult 18 years of age or older, and of my own free will do hereby acknowledge and fully understand the following on behalf of my minor child/children:

- 1. That swimming and other water related activities are inherently dangerous and involve a certain level of risk of injury and that these risks and dangers exist while in the pool as well as in the surrounding pool area. These risks may include physical injuries, psychological injuries, and even the possible loss of life;
- 2. That Cary Swim Club has activities in addition to pool activities which my child/children may choose to participate, including but not limited to tennis, basketball, and volleyball. I hereby acknowledge that these activities are inherently dangerous and hereby accept and assume the risk that my child/children's participation in them may lead to physical injuries, psychological injuries, and even the possible loss of life;
- 3. I do hereby accept and assume the risks of child/children's participation in the swimming pool activities and all other activities on the Cary Swim Club property and agree to fully release and hold harmless Cary Swim Club, its employees, members, agents, shareholders, directors, officers, trustees, and affiliates any kind from any and all liability, actions, demands, damages, expenses, costs, claims, and causes of action of any possible nature in respect of any and all injuries death, loss or damage cause as a result of or related to any activities in the swimming pool and surrounding recreational areas;
- 4. I further agree to indemnify and hold harmless Cary Swim Club its employees, members, agents, shareholders, directors, officers, trustees, and affiliates any kind from and against any and all liability incurred as a result of or in any manner related to my child/children's participation in any and all activities at Cary Swim Club;
- 5. If, despite the signing of this waiver, a lawsuit is brought against Cary Swim Club, its employees, members, agents, shareholders, directors, officers, trustees, and affiliates in relation to my child/children's participation in any activities at Cary Swim Club, I agree to pay for any and all court costs, attorneys fees, expert fees, and all other expenses or fees which Cary Swim Club its employees, members, agents, shareholders, directors, officers, trustees, and affiliates of any kind may incur in defense of such litigation;
- 6. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions shall remain in full force and effect; and
- 7. I hereby certify that my child/children's participation in any and all activities at Cary Swim Club and my signing of this wavier on my child/children's behalf are completely voluntary.

(Children's Names and Age)

Guest Name (print)

Guest Signature (date)

Witness Name (print)