

WATER ACTIVITIES WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION

In exchange for being allowed to participate in the H.U.S.D. Community Ed (“District”) water activities, I agree, on behalf of myself and/or on behalf of my minor child(ren), to be bound by the following:

ASSUMPTION OF RISK. I, _____ (“Participant”), state that I am over eighteen years old and expressly acknowledge and fully understand that I and/or my minor child will be engaging in activities that involve being in and around a swimming pool that may involve risk of serious injury, including drowning, permanent disability and death.

On behalf of both myself and/or my minor child(ren), I expressly agree and promise to accept and assume all the risks described above. I acknowledge that participation in this activity is purely voluntary and I and/or my minor child(ren) elect, in spite of the risks, to participate. On behalf of myself and my minor child(ren), I assume all the foregoing risks and accept personal responsibility for the damages following such injury.

WAIVER, RELEASE AND INDEMNIFICATION. I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the District, each of its agents, and employees, other participants, and, if applicable, operator or lessors of the premises used, from any and all liability for any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of the equipment or facilities.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity, a court of law may find me to have waived my right and my minor child(ren)’s right to maintain a lawsuit against the District, on the basis of any claim from which I have released District herein.

I UNDERSTAND AND AGREE THAT, if there are any violations of school policies, the individual will be promptly escorted off the school property. **Abide by code of conduct and expectation outlined in parent handbook. Violation may be in forfeit of activity without a refund.** Law enforcement may be involved as deemed necessary by the district.

I UNDERSTAND AND AGREE THAT, while I or my minor child(ren) are on school **activities or programs,** we are expected to abide by all rules posted for use of the swimming pool and related facilities. Violations of these rules may result in eviction from the premises.

I UNDERSTAND AND AGREE THAT, for purposes of this Waiver, Release of Liability,

and Indemnification, the District includes its governing board, individual governing board members, and all employees, volunteers, representatives and/or agents. I understand that minor child(ren) refers to any and all child(ren) under my custodial/legal control for whom I have custodial rights as a natural parent or I have guardianship and/or legal rights under Arizona law.

I UNDERSTAND AND AGREE THAT this agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my child(ren), and any guardian ad litem for said child(ren). If my spouse is not the parent/legal guardian of the below minor child(ren), then I hereby attest to the fact that I have the custodial and legal authority to sign for and on behalf of such other parent or legal guardian and am authorized to enter into this agreement for and on their behalf, and I am authorized to execute this Waiver, Release of Liability, and Indemnification for and on behalf of this individual.

I have read this Waiver, Release of Liability, and Indemnification. I am acknowledging this Waiver, Release of Liability, and Indemnification voluntarily for and on behalf of myself and my minor child(ren). I intend that this waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.

I hereby attest that I am their custodial parent and/or legal guardian and am authorized to sign on behalf of said minor child(ren) and I verify that I fully understand, agree to, and accept all provisions of this Waiver, Release of Liability and Indemnification for and on behalf of myself and the above-named minor child(ren).