



## **Green Mountain Aquatics – GMSP, LLC** **Waiver of Liability**

### **Parent's Consent & Waiver of Liability-Assumption of Risk-Indemnity Agreement**

The undersigned parents or legal guardians (collectively referred to as "I", "We" or "Us") of \_\_\_\_\_ (the "Child"), a member of the Green Mountain Aquatics operated by GMSP, LLC ("GMA"), hereby request that the Child be permitted to participate on the Green Mountain Aquatics Swim Team. Participation includes dry land and swimming training, travel with the team to swim meets and training trips from September 01, 2010 through September 01, 2011, coordinated by GMA. In consideration of the foregoing, We, on behalf of ourselves and of the Child, agree to the following:

- 1. WAIVER OF LIABILITY:** We for ourselves, the Child, our heirs, personal representatives and assigns, forever release, remise, discharge and agree to save and hold harmless and indemnify Green Mountain Aquatics and GMSP, LLC, including, but not limited to, any directors, officers, agents, employees and volunteers of any of GMA (the "Releasees") of and from any and all liability, claims, actions, and possible causes of action whatsoever, including the negligence of any of the Releasees that may accrue to Us, the Child, our heirs, and personal representatives and assigns from every and any loss, damage and injury (including death) that may be sustained by Us, the Child and/or our property while in, about, and en-route to and from the Event and any activities conducted during the course of the Event.
- 2. ASSUMPTION OF RISK:** We for ourselves, the Child, our heirs, personal representatives and assigns, acknowledge and agree that the Child may be exposed to risks and dangers that may vary with the nature of the activities conducted during the course of the Event. We further acknowledge and agree that while GMA will endeavor to provide supervision during the course of the Event, that there may be occasions and/or activities where such supervision would be impossible, and that there may be occasions and/or activities where the Child may be under the control and/or supervision of individuals and/or entities that are not associated with the GMA or otherwise identified as Releasees herein.
- 3. INDEMNITY AGREEMENT:** We for ourselves, the Child, our heirs, personal representatives and assigns, agree to indemnify and hold the Releasees harmless from any loss, liability, damage or cost, including reasonable attorneys' fees, that the Releasees may sustain or incur due, during or otherwise related to the Child's participation in the Event and specifically including any such loss, liability, damage or cost resulting from the negligence or other action, of the Releasees.
- 4. MEDICAL RELEASE:** In the event that a medical emergency should arise, We for ourselves, the Child, our heirs, personal representatives and assigns acknowledge and agree that the Child may be taken to a hospital, clinic or similar entity providing emergency medical care in order to receive medical attention.

**WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. WE ARE AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY US TO INDEMNIFY THE RELEASEES.**