

# Dolphin Aquatics Release and Waiver of Liability

I, \_\_\_\_\_ hereby agree as follows:

**Print Name of Adult**

**ASSUMPTION OF RISK:** I agree that I am and/or my child/ward is voluntarily participating in the activities offered by **Dolphin Aquatics**, a Tennessee nonprofit corporation. These activities include but are not limited to, the use of the equipment, facilities, and premises used by Nashville Dolphins and/or the Nashville Dolphins Swim Team, the Columbia Dolphins, the Junior Dolphins, the Future Dolphins, the A-Team and 'Phins Learn-to-Swim programs. I am assuming, on behalf of myself and/or my child/ward, all risk of personal injury, death, or disability to me and/or my child/ward that might result from said participation, or any damage, loss, or theft of any personal property, which my child/ward or I may incur. I understand that participation in **Dolphin Aquatics** programs has inherent risks and dangers associated with a swimming program, and I further certify that I am or my child/ward is physically fit and capable of participating in the swimming program.

**I understand and accept the above risks of bodily injury, death, or disability related to participation in Dolphin Aquatics.**

\_\_\_\_\_ **(Initial)**

**RELEASE OF LIABILITY:** I agree on behalf of myself and/or my child/ward and my/their personal representative, successors, heirs, and assigns to hold the **Dolphin Aquatics**, and its affiliates, instructors, officers, directors, board members, volunteers, agents, employees, designers, licensors, and members, as well as the property owners and tenants of any property used by **Dolphin Aquatics** and the owners, manufacturers and installers of the equipment comprising the **Dolphin Aquatics** programs facilities (collectively, the "Released Parties") harmless from **any and all claims or causes of action** arising out my and/or my child's/ward's participation in the activities of **Dolphin Aquatics**.

I expressly release and discharge the Released Parties from **any and all liability, claims, demands, or causes of action whatsoever** arising out of any damage, loss, personal injury, or death to me and/or my child/ward, while participating in any of the activities of the **Dolphin Aquatics**, including without limitation, use of the **Dolphin Aquatics** team equipment, facilities, and premises, receiving instruction from an instructor or other employee of **Dolphin Aquatics**, and strenuous bodily movement. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any of the Released Parties or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents which may occur as a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, (e) slipping and falling while in the facility or on the surrounding premises.

**I understand that I voluntarily give up my right to sue the above mentioned Released Parties.** \_\_\_\_\_ **(Initial)**

**INVALID PROVISIONS:** I further agree that if any provision of this Release and Waiver of Liability is deemed or held to be illegal, invalid or unenforceable, this Release and Waiver of Liability shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect.

**ARBITRATION:** I agree that all disputes, claims or controversies that in any manner arise out of or relate to this Release and Waiver of Liability or the subject matter hereof shall be resolved exclusively by binding arbitration under the United States Arbitration Act, 9 U.S.C. § 1, *et seq.*, in accordance with the provisions of this Section 16. There shall be one arbitrator, the selection of which shall be mutually agreed to by the parties. If the parties fail to select a mutually acceptable arbitrator within ten days after the notice of demand for arbitration is sent, then the parties stipulate to arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator, who shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, may be entered in any court having jurisdiction thereof.

**INDEMNITY:** If I am signing this Liability Release on behalf of my child/ward, 1) I represent that I am the parent/legal guardian of such child/ward; 2) I accept responsibility and agree to indemnify the Released Parties for all of the child's/ward's medical expenses incurred in connection with the **Dolphin Aquatics** swim programming, against any damages incurred as a result of any action brought by the child/ward, or any action brought by a third party arising in connection with the child/ward, including attorney's fees and costs, and 3) I acknowledge that I am signing this Release and Waiver of Liability on behalf of the child/ward and that the child/ward will be bound by all terms of this Release and Waiver of Liability.

This Release and Waiver of Liability supersedes any other agreement or representation by Released Party and is governed by the Laws of the Tennessee.

**Dolphin Aquatics** has my permission (both during and any time after), to use my and/or my child/ward's likeness, name, voice, or words in either television, radio, film, newspapers, magazines, and other media, and in any form, for the purpose of advertising or communicating the purposes and activities of the **Dolphin Aquatics** programs and/or applying for funds to support these purposes and activities.

If, during my participation in **Dolphin Aquatics** activities, should I or my child/ward need emergency medical treatment, and I am not able to give my consent or make my own arrangements for that treatment because of my injuries or because I am not personally present so as to consult regarding my child/ward's care, I authorize **Dolphin Aquatics** to take whatever measures are necessary to protect my health and well-being or the well-being of my child/ward, including, if necessary, hospitalization.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASED PARTIES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY DOLPHIN AQUATICS.**

**Initial** \_\_\_\_\_

**Waiver must be signed below**

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE BOTH PARENTS/LEGAL GUARDIANS MUST SIGN.**

**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above.**

_____ Signature of Parent/Legal Guardian	_____ Date	_____ Employee/Witness	_____ Date
_____ Signature of Parent/Legal Guardian	_____ Date	_____ Employee/Witness	_____ Date
_____ Name of Child Participant	_____ Age	_____ Name of Child Participant	_____ Age

**AT THE AGE OF 18 A NEW WAIVER MUST BE SIGNED.**

**IF PARTICIPANT IS EIGHTEEN (18) YEARS OF AGE OR OLDER AND IS HIS OR HER OWN CONSERVATOR THEY MUST PROVIDE A CAPACITY DETERMINATION FROM THE ACTING PHYSICIAN OR MUST HAVE CLOSEST LIVING RELATIVES CO-SIGN.**

**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.**

_____ Signature of Participant	_____ Date	_____ Employee/Witness	_____ Date
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**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my family, to the terms as stated above.**

_____ Signature of Closest Living Relative	_____ Date	_____ Employee/Witness	_____ Date
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_____ Signature of Closest Living Relative	_____ Date	_____ Employee/Witness	_____ Date
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Or Physician's letter attached \_\_\_\_\_

**IF PARTICIPANT IS EIGHTEEN (18) YEARS OF AGE OR OLDER AND HAS A CONSERVATOR, BOTH PARTICIPANT AND CONSERVATOR MUST SIGN.**

**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.**

_____ Signature of Participant/Conservatee	_____ Date	_____ Employee/Witness	_____ Date
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**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself my family and my Conservatee, to the terms as stated above.**

_____ Signature of Conservator	_____ Date	_____ Employee/Witness	_____ Date
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