



# DAVENPORT METRO SWIM TEAM WAIVER & RELEASE

FAMILY NAME: \_\_\_\_\_

In consideration of being allowed to be a member of the Davenport Metro Swim Team of Davenport, Iowa (referred to herein as "DMET"), I hereby agree to release and discharge DMET (and the other persons set forth in paragraph 3) on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that swimming with DMET entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, or to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DMET and its board members, coaches, agents, employees, members, and parents/guardians of members, from 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 swim equipment or facilities, including such claims which allege negligent acts or omissions of responsibility/supervision, and further agree to indemnify and hold them harmless from any and all attorney fees and costs related thereto.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. I give my consent to DMET to provide athletic training and medical attention, transportation, and emergency medical services, as warranted or deemed necessary or advisable by DMET.
6. By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I shall be found by a court of law to have waived my right to maintain a lawsuit against DMET (and the other persons set forth in paragraph 3) on the basis of any claim from which I have released them herein.
7. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.
8. **Photo consent:** I acknowledge that photographs may be taken from time to time of the undersigned swimmer at DMET practices and/or swim meets, and I agree and consent to the use of any such photographs on the DMET website, flyers or other promotional materials, bulletin board, or similar posting, or the dissemination to media outlets such as newspapers, magazines, and other publications.

If I am less than 18 years old or a minor under the laws of the State of Iowa, my parent or guardian shall sign this release with me.

Swimmer signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Swimmer signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Swimmer signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Print name: \_\_\_\_\_

(required if swimmer is under age 18)