

RELEASE OF LIABILITY – Manorlu Club Swimming and Diving Team

An application to be a member and a part of the Manorlu Club Swim and/or Diving Team constitutes a contract. The conditions of the contract are set forth below on this Release and will prevent or restrict your ability to sue Manorlu Club in the event of an injury to your child while participating in swim team practices, meets, events and other swim team activities, regardless of whether your child's injury occurs as a result of the negligence or carelessness of Manorlu coaches, employees, Board members, or other agents of Manorlu Club.

The Manorlu Club and its employees take great pride in providing as safe an environment as possible for our members and especially our children. We work hard at it. Nonetheless, swim team and diving team activities such as swimming, dry-land drills, and diving, including the use of starting blocks and diving boards, are dangerous sports and activities with inherent and other risks of serious injury. These risks potentially may include but are not limited to, potential variations in dry-land terrain, slippery conditions, wet grass, rocks, trees, tree roots and other forms of forest growth or debris (above and below the surface), bare spots, and other forms of natural or man-made obstacles, as well as in- and out-of-pool collisions with equipment, obstacles and other participants. Dry-land conditions vary constantly because of weather changes and use by other participants. These are some of the risks of swimming and dry-land drills (which also include but are not limited to running, racing, exercising, and diving). All of the inherent and other risks of swimming, dry-land drills and diving present the risk of serious and/or fatal injury and by signing this Release I (We) agree, individually and on behalf of my (our) child or children, to assume the risk of any and all injury or injuries to my child or children and to hold Manorlu Club, its employees, agents, and Board members harmless and to indemnify them from any and all injuries, damages, and losses that I (We) or our child or children sustain as a result of our child's (children's) participation on the swim team or diving team.

In exchange for using Manorlu's swim and diving team facilities, and in exchange for being permitted to participate on either the Manorlu swim team or diving team or both, the parent(s) of the proposed swim team member(s) and the swim team member(s) agree to accept the risks of swimming, dry-land drills, and diving and agree not to sue Manorlu swim club or its coaches, employees, or Board members, if their child(ren) is (are) hurt or injured while using the Manorlu pool and facilities regardless of any negligence of Manorlu Club or its employees or agents, including but not to, claims of improper or faulty maintenance, engaging in risky physical activities, alleged dangerous or defective conditions of the facilities, land, pool, and/or diving boards, and/or claims that Manorlu, its agents and/or its employees or Board members failed to adequately supervise activities or children. I(We) also hereby release Manorlu from any and all derivative claims that we may have against Manorlu as a result of any injury sustained by my(our) child(ren) as a result of our child's (children's) participation on the swim team or diving team.

I agree that all disputes arising under this contract and/or from my or my children's use of the facilities at Manorlu Club shall be litigated exclusively in the Court of Common Pleas of Montgomery County. This clause of this Release shall in no way alter, nor shall it be construed to alter the agreement by the swim team member and his or her parents not to sue Manorlu Club.

The proposed swim team member and his or her parents hereby agree to voluntarily assume the risk of injury to their child while their child or children are participating in these sports and/or activities at Manorlu Club.

Parent/Guardian signature*

Date

name(s) of child(ren)

Parent/Guardian signature*

Date

*Both parents/guardians must sign if child resides with both or if there is joint/shared custody of the child. In the case of a single custody, the custodial parent must sign.