

I, the undersigned parent or legal guardian of the minor child under 18 years of age designated herein, consent to my child participating in all activities of the swim team and understand that my child will be engaging in physical activity during the activities which contains an inherent risk of physical injury and the risk of physical injury from being transported to and from the activities. I represent that my child is in good physical condition and able to participate fully in the activities except as may be described below*. I assume the risk for my child by him or her voluntarily participating in the activities of the swim team and from being transported to and from the activities (the participation in the activities of the swim team and the transportation to and from the activities of the swim team are hereinafter collectively referred to as the "Activity"). I agree to be financially responsible for all costs and expenses related to my child's participation in the Activity.

I understand and agree that The Earnest Corporation d/b/a Beau Chene Country Club nor Scenic River Swim Association accepts no responsibility for my child's acts or the acts of others while participating in this Activity.

Furthermore, in consideration of The Earnest Corporation d/b/a Beau Chene Country Club and Scenic River Swim Association allowing my child to participate in this Activity, I do agree to and hereby do release, discharge, hold forever harmless and indemnify The Earnest Corporation d/b/a Beau Chene Country Club and Scenic River Swim Association and its shareholders, directors, trustees, agents, officers, servants, and employees against loss from any and all claims of strict liability, negligence, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by me and/or my child, by anyone on my behalf and/or my child's behalf or by any other person having a legal interest therein arising from or by reason of any and all known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by me or my child in consequence of any accident or injuries on the premises of The Earnest Corporation d/b/a Beau Chene Country Club or Scenic River Swim Association or in connection with the Activity or because of the breach of my warranty and representation made herein. Said indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Furthermore, I agree to indemnify The Earnest Corporation d/b/a Beau Chene Country Club and Scenic River Swim Association for any loss or damage to the premises, facilities, or equipment of The Earnest Corporation d/b/a Beau Chene Country Club or Scenic River Swim Association caused by me or my child.

If my child should suffer an injury or illness while participating in this Activity, or any other Activity associated with the program, I authorize the employees of The Earnest Corporation d/b/a Beau Chene Country Club or Scenic River Swim Association to use their discretion to have me or my child treated at an appropriate health care facility and I hereby take full responsibility for that action.

I further grant and convey unto The Earnest Corporation d/b/a Beau Chene Country Club and Scenic River Swim Association all right, title and interest in any and to all photographic images and video or audio recordings and all copies thereto made by The Earnest Corporation d/b/a Beau Chene Country Club or Scenic River Swim Association during my or my child's participation in the Activity, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records.

CAUTION: READ BEFORE SIGNING

By signing below, I acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review the Release prior to signing. I have read the foregoing Release in its entirety and understand that I am signing a complete and perpetual release and bar to any and all claims of negligence and/or strict liability and/or any other cause of action of any kind or nature as defined above resulting from the participation in this Activity by my child. I further warrant and represent that I am legally authorized to enter into this agreement on behalf of my child.

Swimmer's Name

D.O.B.

Address

Parent or Guardian Signature _____

Date _____

Parent or Guardian Phone # Home _____ Work _____ Other _____

Doctor's Name _____ Phone # _____

Insurance Carrier and Policy # _____

Emergency Contacts _____ Phone # _____
other than parent _____ Phone# _____
or guardian _____ Phone# _____

* ACTIVITY EXCEPTIONS OR PHYSICAL CONDITION(S): _____
