Aquatics Department Indoor Pool Activity Release

Lamar University Sports Activity Release and Indemnity Agreement

**Medical Release:** I authorize Lamar University staff to act on my behalf if medical treatment for my child is necessary. In the event of illness or injury to my child, I authorize Lamar University staff to obtain medical treatment for my child and authorize medical services to be provided at the expense of the Responsible Party identified below.

Initial: _______________  Responsible Party: ______________________________________

**Photo Release:** I give my consent for Released Parties to use any pictures of my child, me, or our likeness for promotions such as brochures, flyers, certificates, presentations, web pages, yearbook, and the like.

Initial: _______________

**Released Parties:** Lamar University, the Board of Regents of the Texas State University System, and all the employees, agents, and officers for these entities (Released Parties).

**RELEASE:** IN CONSIDERATION FOR MY CHILD’S PARTICIPATION IN UNIVERSITY RECREATIONAL SPORTS, INCLUDING USE OF AND PARTICIPATION IN THE INDOOR POOL AND LEARN-TO-SWIM PROGRAM, I RELEASE, DISCHARGE, AND AGREE NOT TO SUE RELEASED PARTIES ON BEHALF OF MYSELF, HEIRS, ASSIGNS AND PERSONAL REPRESENTATIVES FROM ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING OUT OF ANY LOSS OR DAMAGE TO PROPERTY AND ANY INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED WHILE PARTICIPATING IN RECREATIONAL ACTIVITIES, OR WHILE IN TRANSPORTATION TO AND FROM ACTIVITIES.

**Intent:** I intend that this Activity Release and Indemnity Agreement bind me and my family members and spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive. I intend this as a release, discharge and promise not to sue Released Parties. I further agree that this Activity Release and Indemnity Agreement should be construed in accordance with the laws of the State of Texas.

**Risks:** to the best of my knowledge, my child can participate in sports activities. I am aware of the risks and hazards connected with sports activity, and I elect to have my child participate and engage in this activity voluntarily, knowing that the activity may be hazardous to my child’s property and to my child. I voluntarily assume full responsibility for property loss or damage, and for personal injury, including death that my child may sustain as a result of being engaged in sports activities.

**INDEMNITY:** I ALSO AGREE TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COST AND ATTORNEY’S FEES THAT THEY MAY INCUR DUE TO MY CHILD’S PARTICIPATION IN RECREATIONAL SPORTS AND/OR PROGRAMS. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LOSSES THEY MAY INCUR AS A RESULT OF MY CHILD INJURING ANOTHER PERSON OR DAMAGING
ANOTHER PERSON’S PROPERTY WHILE PARTICIPATING IN RECREATIONAL AND/OR PROGRAM ACTIVITIES.

**Parental Permission:** I hereby consent that ______________________ (child’s name) may participate in the Learn-to-Swim program and/or use of the indoor pool, and I hereby execute the above agreement, waiver, and release on his/her behalf. I hereby assert that my child is physically able to participate in the Learn-to-Swim program and/or use of the indoor pool. I hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, cost or expense, which may occur as a result of death or injury, or property damage that my child may sustain, while participating in the Learn-to-Swim program and/or use of the indoor pool.

I acknowledge that I am at least 18 years of age, are the parent or guardian of the child listed below, and have read this activity Release and Indemnity Agreement. I understand it and sign it voluntarily as my own free act.

Parent/Guardian: ____________________________

Printed Name: ____________________________

Child’s Name: ____________________________

Date: ____________________________