

THIS RELEASE AND WAIVER MAY AFFECT YOUR RIGHTS, AND THOSE OF YOUR CHILD: READ IT CAREFULLY BEFORE SIGNING

TERMS AND CONDITIONS OF ENROLLMENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release and Waiver releases Bentwater Yacht and Country Club, Ltd. in advance for liability for its own negligence.

I, _____ (Member's Name), wish to enroll _____ (child's name), in Barracuda Swim Team, upon the following terms and conditions:

1. All classes, practice sessions, and contests conducted at Bentwater Yacht and Country Club for children of club members are supervised by qualified instructors and reasonable care is given to prevent injury and minimize accidents.
2. Participants in all classes, practice sessions, field trips, and contests conducted by Bentwater Yacht and Country Club are required to obey the instructors' rules. Failure to obey the rules will result in disqualification or expulsion. In the event of disqualification or expulsion for failure of the child to follow the rules of the instructor, no refund will be given for the portion of the activity in which the child does not participate.
3. The member and participating child understand that classes, practice sessions, and contests involve some physical contact with instructors and other members which may result in accidental personal injury. Classes, practice sessions, and contests also involve strenuous physical energy which may result in accidental personal injury.
4. The member hereby represents:
 - a. The participating child has received a physical examination within the last twelve (12) months. I have no knowledge of any physical, mental, or psychological condition that would render the participating child unable to participate safely in any camp activities. The participating child is not taking any medication that could impair his or her ability to participate safely in such classes, practice sessions, or contests.
 - b. In the event that the participating child becomes unable, for any reason, to participate in the activities described herein, I will notify Bentwater Yacht and Country Club immediately.
 - c. I have explained to me child that the classes, practice sessions, and contests in which the child will participate involve some physical contact with instructors and other members which may result in accidental personal injury and that camp activities involve strenuous physical energy which may result in accidental personal injury.
 - d. I have rights of custody with respect to this participating child that permit me to enroll this child in the class or activity without the permission of any other parent or guardian or other person possessing custodial rights with respect to this participating child. I further represent that I have obtained the consent of each other person who possesses custodial rights with respect to the participating child to enroll the child in camp activities at Bentwater Yacht and Country Club.
 - e. I am familiar with the facilities, premises, and equipment of the Bentwater Yacht and Country Club and have inspected them, and find them safe and reasonably suited for the purposes for which they are to be used.
 - f. I understand that if the participating child does not obey the rules set forth herein, or prescribed by the instructors, he or she will be subject to expulsion for the class or activity, and that no refunds will be given in the event of such an expulsion.
 - g. The participating child is covered by an active health insurance policy.

I understand that "volunteer" drivers comprised of parents of enrolled children will act as drivers to and from the venues utilized for the purposes of recreation, field trips, and other activities. With such understanding, I agree to release such drivers from any liability for injuries to or the death of the participating child arising from auto accidents and unforeseen eventualities.

5. IN CONSIDERATION OF being permitted to enroll my child in the classes for tennis, swimming, golf, field trips, and other recreational activities, and being permitted to participate in those activities, the undersigned recognizing and being aware of the above-mentioned facts and risks, does individually and for his successors, heirs, executors, administrators, legal representatives and assigns and for the participating child, and his or her successors heirs executors, administrators, legal

representatives, and assigns expressly assume all risk of injury resulting either directly or indirectly from any camp activity, including any of the aforementioned lessons, instructions, and contests in tennis, swimming, golf, field trips, and other recreational activities and HEREBY RELEASES, DISCHARGES, WAIVES, AND COVENANTS NOT TO SUE Bentwater Yacht and Country Club, its officers, directors, employees, agents, instructors, and any other person, firm, or corporation (“releasees”) from all liability to the undersigned and the participating child, for any loss or damage, and from every claim, demand, right, or cause of action on account of any injury or death to the participating child, regardless of whether such claim, demand, right, or cause of action results from the negligence of the releasees, or otherwise while the participating child is in, upon, or about the premises of Bentwater Yacht and Country Club, using any facilities or equipment involved in the activities described in this Release and Waiver, or while on field trips.

6. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or costs they may incur due to the presence of the undersigned or the participating child on or about the Bentwater Yacht and Country Club premises and any loss, liability, damage, or costs including reasonable attorney’s fees they may incur as a result of any personal injury or death suffered by the participating child, whether directly or indirectly, as a result of claim, demand, right, or cause of action brought by or on behalf of the participating child, or any other parent of that child, for those injuries.
7. THE UNDERSIGNED, ACTING ON BEHALF OF THE PARTICIPATING CHILD, HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, AND PROPERTY DAMAGE due to any act or omission of releasees or any of them while in about or upon the premises of Bentwater Yacht and Country Club, or while using its facilities or equipment or participating in any of the activities described in this Release and Waiver.
8. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas, and that if any portion thereof is held invalid, it is agreed that such portion shall be severed and that the Release and Waiver shall continue in full force and effect as if it did not contain the portion held invalid. This Release and Waiver shall be binding upon the heirs, executors, administrators, legal representatives, and assigns of the undersigned.
9. I HAVE READ AND UNDERSTAND THE FOREGOING. I understand that by signing this Release and Waiver I am waiving valuable legal rights, including any and all rights I may have against the releasees. All statements contained in this Release and Waiver are true, and I am voluntarily signing this Release and Waiver. I further agree that no oral representations, statements, or other inducements, apart from the foregoing, have been made to me.

Member’s Name: _____ Number: _____

Member’s Signature: _____ Date: _____

Child’s Name: _____

Child’s Signature: _____ Date: _____