



WAIVER AND RELEASE OF LIABILITY | EXENCIÓN Y RENUNCIA DE RESPONSABILIDAD

I, the **enrolled participant** and/or the parent/guardian of the participant agree and understand that aquatic sports are hazardous activities. I recognize that there are risks inherent in aquatic sports, including but not limited to, paralyzing injuries and death, and hereby expressly assume such risks for myself, my child and/or my ward.

The participant hereby agrees to indemnify and hold harmless Soma Aquatics, LLC, and its affiliates, coaches, officers, directors, agents and employees against any liability resulting from any injury that may occur to the participant while participating in aquatic activities or other company-related activities, whether or not any liability may arise out of negligence, carelessness or omission on the part of the persons or entities described herein above. The participant also agrees to indemnify Soma Aquatics, LLC, for any damages incurred arising from any claims, demand, action or cause of action by the participant.

The participant hereby agrees to use pool facilities with knowledge of the danger involved and hereby agrees to accept any and all risks of property damage, personal injury, or death. The participant also agrees to indemnify and hold harmless Soma Aquatics, LLC, Soma Aquatics Foundation, Inc., Tamalpais Union High School District, Western Athletic Clubs, LLC, San Rafael City Schools, and any other facilities used for the above described aquatic activities, for any and all claims arising as a result of participation in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

Please Note: Soma Aquatics, LLC, is an independent organization that rents, but does not own or manage, the aquatic facilities used for the above described aquatic activities. Soma Aquatics, LLC, reserves the right to conduct its programming at multiple sites and this waiver extends to any such location.

The participant authorizes any representative of Soma Aquatics, LLC, Soma Aquatics Foundation, Inc., Tamalpais Union High School District, Petaluma City Pools, and San Rafael City Schools to have the participant treated in any medical emergency resulting from participation in aquatic activities or other company-related activities. Further, the participant and/or parent/guardian agrees to pay all costs associated with medical care and transportation for the participant.

The participant hereby grants Soma Aquatics, LLC, their legal representatives and assigns (including any agency, client, or publication), irrevocable permission to publish photographs and or videos taken of the participant at a practice facility or event. These images may be published in any manner, including but not limited to advertising, periodicals, greeting cards and calendars. Soma Aquatic, LLC, will retain all ownership interests in any such media, including any and all intellectual property rights. Furthermore, the participant will hold harmless the aforementioned companies, their representatives and assigns, from any liability by virtue of any blurring, distortion or alteration that may occur in producing the finished product, unless it can be proven that such blurring, distortion or alteration was done with malicious intent toward the participant.

The participant further agrees that this waiver and release of liability shall be binding on the participant's heirs, successors and assigns.

If I am at least 18 years of age, I affirm that I am signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for ordinary negligence of Soma Aquatics, LLC, or any of the parties listed above. I understand that this agreement is a binding legal document.

For persons under the age of 18, the parent or guardian who signs below represents that he/she has the authority to execute this document on behalf of the participant and that he/she commits to the participant conditions of this agreement. Moreover, the parent or guardian further represents that the participant is physically able to participate in aquatic activities or any other company-related activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND FOR ANY FUTURE LIABILITY AND A CONTRACT BETWEEN MYSELF AND SOMA AQUATICS AND I EXECUTE SAME OF MY OWN FREE WILL.

By signing below and submitting this form, you are agreeing to the terms of the waiver and release of liability.

Participant Name: (First) _____ **(Last)** _____ **(Age)** _____

Parent/Guardian, if applicable: (First) _____ **(Last)** _____

Relationship to Participant: _____ **Email/Phone** _____

SIGNATURE: _____