

**Borough of Quakertown
Swimming Lesson
Hold Harmless and Liability Release and Waiver Agreement**

I, _____, have voluntarily registered my child, _____, for Quakertown Community Pool Swim Lesson(s). I certify that I am fully aware of and understand the inherent dangers in participating in this swim program. I certify that my child is in good health and is able to participate in this program.

I understand and agree that the management, lifeguards, or operators of the Quakertown Community Pool, may be held liable in any way for any occurrence or event in connection with my child's participation in classes which may result in injury, death, or any and all damages to me or my child.

I understand and agree that in consideration of allowing my child to be a student in this program, I hereby personally assume any and all risks involved in connection with same; and furthermore, I release forever the aforementioned individuals and entities and any other individual or entity associated with this program, including any and all risks connected therewith, whether foreseen or unforeseen, including any risks created and/or harm caused by any negligent act (excluding gross negligence or reckless behavior) or any acts or all of the above-mentioned parties. Furthermore, I will hold harmless the above-mentioned parties from any claim by me or my child or any entity on behalf of myself for my child, arising out of my child's participation in the program.

I further state that I am of lawful age and legally competent to sign this agreement, and that my signing this agreement is my own free act. I also understand and agree that the terms herein are contractual, and they are not a mere recital or simply for information purposes.

I have read, understood, and fully informed myself of the contents of this agreement. I assume responsibility for my child's physical condition and capability to perform under the program.

In consideration of the aforementioned activities, and as parent or legal guardian of the minor named above, I, on behalf of said minor, agree to indemnify and save harmless the Borough of Quakertown, the organizers of the program, the instructors, other participants in the program, or their agents or assigns, against any claim for injury and/or damages, compensation or otherwise on the part of said minor or his/her parent(s), guardian, heirs, executor or administrators and to reimburse or make good any loss or damages or costs that any of the above parties may have to pay if any litigation arises on account of any claims made by said minor or anyone in his/her behalf. Further, I release any claim or cause of action that I may personally have as parent or legal guardian resulting from any such injury or death to said minor.

Parent or Legal Guardian Signature

Date