



San Gabriel Aquatics Assumption of Risk, Release of Liability, and Indemnification Agreement

I acknowledge that I am executing this agreement (this “**Agreement**”) for the benefit of San Gabriel Aquatics, LLC, a Texas Limited Liability Company (“**SGA**”). I desire for my Child to participate in various activities offered by and/or associated with **SGA** (whether singular or plural, the “**Activities**”). As lawful consideration for my Child being permitted to participate in the Activities, I agree to all the terms and conditions set forth in this Agreement.

I certify that: (1) I am the adult parent or legal guardian of the child or children I have registered with **SGA** (whether singular or plural, “**my Child**”); (2) my Child is under the age of eighteen and is the registrant specified in the **SGA** registration form associated with this Agreement (the “**Registration Form**”); (3) all of the information provided on the Registration Form is true and correct; (4) I have the legal right to consent to the terms and conditions of this Agreement and hereby do consent to the terms and conditions of this Agreement; and (5) my Child is in good health and any physical or other condition that would affect participation in the Activities has been disclosed to **SGA** in writing.

ASSUMPTION OF RISK. I CONSENT TO MY CHILD’S AND MY (“**OUR**”) PARTICIPATION IN THE ACTIVITIES AND ACKNOWLEDGE THAT MY CHILD AND I (“**WE**”) ARE AWARE OF AND FULLY UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, PROPERTY DAMAGE, AND/OR PROPERTY LOSS. WE UNDERSTAND THAT ALL SUCH LOSSES MAY RESULT NOT ONLY FROM OUR OWN ACTIONS, INACTIONS, AND/OR NEGLIGENCE, BUT ALSO FROM THE ACTIONS, INACTIONS, AND/OR NEGLIGENCE OF OTHERS, AS WELL AS THE CONDITION OF ANY EQUIPMENT UTILIZED IN CONJUNCTION WITH THE ACTIVITIES, THE FACILITIES OR AREAS WHERE THE ACTIVITIES ARE BEING CONDUCTED, THE RULES OF PLAY OF THIS TYPE OF EVENT OR ACTIVITY, OR OTHER FACTORS.

I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY ALLOWING MYSELF AND MY CHILD (“**US**”) TO PARTICIPATE IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY SPECIFICALLY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS, WHETHER CAUSED BY THE NEGLIGENCE OF **SGA** OR OTHERWISE, THAT I OR OTHERS MAY INCUR AS A RESULT OF THE ACTIVITIES. I UNDERSTAND THAT IF I HAVE ANY RISK CONCERNS, I SHOULD DISCUSS THE RISKS ASSOCIATED WITH OUR PARTICIPATION IN THE ACTIVITIES WITH **SGA** BEFORE I SIGN THIS DOCUMENT AND BEFORE ANY OF THE ACTIVITIES BEGIN.

RELEASE OF LIABILITY. I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE **SGA**, SOUTH TEXAS SWIMMING, USA SWIMMING, THE CITY OF GEORGETOWN, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, COACHES, VOLUNTEERS, OTHER PARTICIPANTS, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, OWNERS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”), FROM AND EXPRESSLY

WAIVE ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, AND LIABILITIES OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, NOW KNOWN OR HEREAFTER KNOWN, AGAINST, ARISING OUT OF, OR ATTRIBUTABLE TO THE ACTIVITIES, WHETHER ARISING OUT OF THE ACTS OR OMISSIONS OF **SGA**, ANY OF THE RELEASED PARTIES, OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE RELEASED PARTIES, ON BEHALF OF MY CHILD, MYSELF, OR OTHERWISE, AND FULLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS.

I UNDERSTAND AND AGREE THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I OR MY CHILD MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, OR OTHER LOSS THAT MAY RESULT FROM THE ACTIVITIES. I ALSO UNDERSTAND AND AGREE THAT THIS RELEASE APPLIES TO ACTS OR OMISSIONS BY ME AND MY CHILD AS WELL AS THE ACTS OR OMISSIONS OF OTHERS, INCLUDING THE COMBINED AND LONE ACTS OR OMISSIONS OF THE RELEASED PARTIES.

INDEMNIFICATION. I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, JUDGMENTS, SETTLEMENTS, LOSSES, DAMAGES, INTEREST, AWARDS, PENALTIES, FINES, COSTS, EXPENSES, OR FEES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE ACTIVITIES AND/OR MY BREACH OF ANY REPRESENTATION OR OBLIGATION UNDER THIS AGREEMENT. MY DUTY TO INDEMNIFY APPLIES TO ACTS OR OMISSIONS BY ME AND MY CHILD AS WELL AS THE ACTS OR OMISSIONS OF OTHERS, INCLUDING THE COMBINED AND LONE ACTS OR OMISSIONS OF THE RELEASED PARTIES.

Miscellaneous. I understand and agree to each of the following: (1) if any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; (2) this Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, statute, or otherwise, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice or conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas; (3) any legal suit, action, proceeding, or dispute arising out of or related to this Agreement or the transactions contemplated hereby or thereby shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Georgetown and County of Williamson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute; (4) this Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter to the extent any other agreement attempts to reintroduce or expand any liability whatsoever for the Released Parties; (5) this Agreement is binding on and inures to the benefit of **SGA** and me as well as our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns; and (6) this Agreement is intended to be as broad and inclusive as permitted by law.

I have read and understand and confirm the agreement above by my acknowledgment of this agreement.