

LOPEZ SWIM CENTER

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Please read carefully before signing.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand and acknowledge that participation in swimming, aquatic activities, exercise, recreation, and use of the Lopez Swim Center facilities involves inherent and unavoidable risks, including but not limited to:

- Slips, trips, and falls
- Drowning or near-drowning
- Athletic or exercise-related injuries
- Injuries arising from use of equipment or facilities
- Exposure to communicable diseases, viruses, or waterborne pathogens
- Injuries or damages caused by the actions or negligence of other participants or guests

I understand these risks may result in personal injury, illness, disability, property damage, or death. I voluntarily choose to participate and knowingly assume all risks associated with participation and use of the facilities, whether supervised or unsupervised. If signing on behalf of a minor, I assume these risks on behalf of the minor participant.

WAIVER AND RELEASE OF LIABILITY

In consideration for being permitted to access or use the Lopez Swim Center facilities, programs, services, events, or amenities, I, on behalf of myself and any minor child for whom I am the parent or legal guardian, release and discharge Friends of Lopez Island Pool (FLIP), dba Lopez Swim Center, and its officers, directors, employees, volunteers, agents, representatives, contractors, and insurers ("Releasees") from any and all claims, demands, causes of action, liabilities, damages, losses, costs, or expenses, including attorneys' fees, arising out of or related to any injury, illness, disability, property damage, death, or other loss resulting from attendance at, participation in, or use of the Lopez Swim Center, including claims arising from the ordinary negligence of the Releasees, to the fullest extent permitted by Washington law.

This release applies to all activities, programs, services, events, and use of Swim Center facilities and equipment.

INDEMNIFICATION

I agree to indemnify and hold harmless the Releasees from and against any claims, liabilities, damages, losses, costs, or expenses arising out of my actions, participation, conduct, or use of the Lopez Swim Center, or the actions of any minor child or guest for whom I am responsible.

ACKNOWLEDGMENT AND CERTIFICATION

I acknowledge and certify that:

- I am responsible for participating within my own abilities and limitations.
- The Lopez Swim Center is not responsible for determining my fitness to participate.
- I will comply with Swim Center policies, rules, and staff direction.
- Staff may restrict participation or access based on safety, behavior, swimming ability, health concerns, or operational needs.
- If signing for a minor, I am the parent or legal guardian authorized to do so.
- I have read and understand this Agreement.
- This Agreement is legally binding and enforceable under Washington law.
- I sign voluntarily and of my own free will.

CONTINUING EFFECT

This Agreement shall remain in effect for all visits, memberships, programs, lessons, activities, events, services, and facility use at the Lopez Swim Center unless revoked in writing or replaced by a subsequently executed agreement accepted by the Lopez Swim Center.

By participating in any Lopez Swim Center activity, program, lesson, membership, event, or facility use, the participant agrees that this waiver applies to all current and future participation unless and until replaced by a subsequently executed waiver.

SEVERABILITY

If any provision of this Agreement is determined to be unlawful, unenforceable, or void, such determination shall not affect the lawfulness, enforceability, or effect of any other provision of this Agreement.

SIGNATURE

Participant Name: _____

Participant Signature: _____

Date: _____

IF SIGNING FOR MINOR PARTICIPANT(S)

Minor Participant Name: _____ DOB: _____

Minor Participant Name: _____ DOB: _____

Parent/Guardian Name: _____

Parent/Guardian Name: _____

Date: _____