

## WAIVER AND RELEASE OF LIABILITY

IMPORTANT: BEFORE YOU CAN JOIN ANY ACTIVITY (SUCH AS TRAVEL, TRAINING, COMPETITION, PROCESSING, MEETING OR TESTING SESSIONS) AT THE PHILIPPINE AQUATICS TRAINING CENTERS (RIZAL MEMORIAL SWIMMING COMPLEX, PHILSPORTS SWIMMING COMPLEX, OR ANY OTHER PLACE WHERE THE SWIMMERS ARE TRAINING OR HAVING LESSONS/CAMPS), YOU MUST READ AND SIGN THIS FORM WITHOUT ANY CHANGES. BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD IT AND THAT YOU AGREE WITH ITS CONTENTS.

BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

IN CONSIDERATION of my involvement in the sport of swimming and activities under the auspices of the Philippine Aquatics, Inc. (PAI), this sponsoring organization, at the training center or any other venue that the group trains, performs or have lessons, I acknowledge, appreciate and agree that:

- (1) RISK IS INHERENT IN PARTICIPATION IN MY SPORT, and in related training and discipline, including risks from the use of equipment and facilities, the risk of injury does exist, as well as the risk of loss or damage to property; THESE RISKS INCLUDE EXTENSIVE AND SEVERE BODILY INJURY, PARALYSIS, DISMEMBERMENT, DISABILITY, DEATH, HARASSMENT, AND EXPOSURE TO INAPPROPRIATE CONDUCT.
- (2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown,  
EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS;
- (3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official immediately.
- (4) I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE THE PHILIPPINE AQUATICS, INC. OR OTHER SPONSORING ORGANIZATION, THEIR OFFICERS, COACHES, VOLUNTEERS, STAFF, SPONSORS, AND/OR AGENTS. ("RELEASEES") WITH RESPECT TO ANY AND ALL INJURY AND/OR LOSS ARISING FROM MY PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT.

(5) This Waiver and Release of Liability shall remain valid for my entire membership with Philippine Aquatics, Inc. or until it is expressly revoked by written notice from me to the Philippine Aquatics, Inc., whichever occurs first; provided however, that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to receipt of said written notice by the Philippine Aquatics Inc., or prior to termination of my membership.

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I have read this Release of Liability and Waiver Agreement, I fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

**Member's Signature:**

**Member's Name (Printed):** \_\_\_\_\_ **Date**

**FOR PARTICIPANTS OF MINORITY AGE**

This Waiver and Release of Liability shall remain valid for the member's entire membership with Philippine Aquatics, Inc. or until it is expressly revoked by written notice from me to the Philippine Aquatics, Inc., whichever occurs first; provided however, that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to receipt of said written notice by the Philippine Aquatics Inc., or prior to termination of the membership.

This is to certify that I/we as parent(s) /guardian, of above-named participant with legal responsibility for this member, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assigns and next of kin to release and indemnify the release of Philippine Aquatics, Inc. from any and all Liability incident to our minor child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

**Parent/Legal Guardian Signature:**

**Parent/Guardian Name (Printed):** \_\_\_\_\_ **Date**