



ADULT PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION, ASSUMPTION OF RISK, AND LIMITATION OF ALL CLAIMS NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document solicit and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Upper Valley Aquatic Center ("Company") Company's Programs now or at any time in the future.

ASSUMPTION OF RISK

I hereby acknowledge and agree that participation in, including but not limited to, Company fitness, aquatic, swim lesson, and splash camp activities come with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in Company fitness programs and facilities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with fitness program participation and facility use and that said list in no way limits the operation of this Agreement.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of my participation, I, the undersigned participant, knowingly and voluntarily agrees to release and on behalf of myself, any participating children, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Company, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Company on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Company facilities/equipment or participation in Company programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Company and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Company The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

In consideration of my participation in Company programing or access to facilities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my program participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in fitness program participation and facility use and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in Company programing or facility use and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Company programming or facility use.

I understand that by choosing to participate in a program or enter the building and grounds of the Upper Valley Aquatic Center I/we will grant to the Upper Valley Aquatic Center, a nonexclusive, irrevocable, royalty-free license, in perpetuity, to record, display and use for any commercial, educational or promotional purpose, in any media (including but not limited to, websites, television and newspaper), without restrictions or limitations, any content you provide, your image, your appearance and/or your participation on videotape, audiotape, film, electronic media or in any other medium now known or later developed. You also grant the foregoing rights on behalf of any dependents attending with you.

I understand that due to the nature of our site, that we cannot guarantee that the facilities are peanut/nut free.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM COMPANY IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY COMPANY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO COMPANY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

IN WITNESS WHEREOF, this instrument is duly executed on _____.

HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMP

Participant/Parent/Guardian Signature

Participant/Parent/Guardian Name (Print Clearly)

Dependent 1 (Print Clearly)

Dependent 2 (Print Clearly)

Dependent 3 (Print Clearly)

Dependent 4 (Print Clearly)

Dependent 5 (Print Clearly)

Dependent 6 (Print Clearly)