

WAIVER OF LIABILITY FOR THE 2019 SEASON

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of permission to use the property, facilities, equipment, and/or services of the Seekonk Swimming & Tennis Club, Inc. ("SSTC") located at 255 Davis Street Seekonk, Massachusetts , I do for myself, my heirs, personal representatives, and/or assigns, hereby release, waive, discharge, and agree not to sue SSTC, its directors, officers, employees, servants and/or agents of and from liability, or negligence by the SSTC, resulting in personal injury, accidents or illness (including death) and property loss arising from, but not limited to, participation in activities, classes, and use of facilities, the use of the SSTC's premises and/or the use of facilities and equipment at the SSTC.

I further recognize that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The SSTC has facilities for swimming, tennis, classes and other sporting activities. I understand that swimming is a HAZARDOUS activity, and that the risks inherent in the sport of swimming include (but are not limited to) paralyzing injuries and death. Nevertheless, I hereby assert that my participation in any and all such activities is voluntary and that I knowingly assume all such risks.

I also agree to INDEMNIFY AND HOLD THE SSTC HARMLESS from any and all claims, actions, suits, demands, costs, expenses, damages and liability (including attorney fees) brought as a result of my involvement at the SSTC and to reimburse the SSTC for any such expenses incurred.

The undersigned further expressly agrees that the foregoing Waiver are intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts, and that if any portion of this Waiver is held invalid, it is further agreed that the remaining portions of the Waiver will continue in full legal force and effect.

I HAVE CAREFULLY READ THE ABOVE, FULLY UNDERSTAND ALL TERMS CONTAINED HEREIN, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS (INCLUDING MY RIGHT TO SUE), ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW FOR MYSELF AND (IF APPLICABLE) MY MINOR CHILD OR CHILDREN.

Print Name:

Signature:

DATE: _____