

Acknowledgement of Risk and Waiver of Liability Agreement

In consideration of being permitted to participate in the *Community Swim*, I hereby forever release and covenant not-to-sue Roger Williams University ("University"), its trustees, employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from negligence or otherwise on the part of the University or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, resulting from negligence or otherwise, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs, and assigns the right to recover for injury or death.

I am aware that swimming and other pool activities are vigorous, may involve severe cardiovascular, and involve certain risks, including but not limited to death. In addition, I understand that participation in pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen. I will voluntarily use the pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

I have a personal responsibility to follow any safety or other rules and procedures that are established by the University and normally associated with swimming and other pool use activities, and I understand that failure to act in accordance with such rules and procedures may result in me being barred from further use of the pool. I further agree to indemnify and hold harmless the University and others listed for any and all claims arising as a result of my participation in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that the University may cancel the *Community Swim program* at any time in its sole discretion and that I will receive a pro rata refund of any monies paid by me to the University for the *Community Swim Program* as a result of such cancellation.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Rhode Island.

I affirm that I am signing this Agreement solely and freely and that this Agreement is a binding legal document. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the negligence or other acts or omissions of the University or any of the parties listed above. The parent or guardian who signs below commits to the participant conditions of this Agreement.

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

Participant Name : _____ Date ____ / ____ / ____

Participant Signature: _____

For Children under 18, print name(s) and date(s) of birth: _____
