

**POOL WAIVER AND  
INDEMNIFICATION AGREEMENT**

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Parent/ Legal Guardian - if Student under age 18)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Activity – Name of Class)

In exchange for the School District of Lodi along with C.R.E.W./Indoor Community Pool allowing participation in Pool/C.R.E.W. programs the participant and, if the participant is a minor, the participant's Parent(s) and/or Legal Guardian(s), agree as follows:

**1. Acknowledgment of Risk**

I understand that participation in Pool programs will include participation in a variety of group activities as well as possible travel. Activities will take place in a public setting, in which those coordinating the activity will, in many cases, not have control over the environment or surroundings. The risk of injury from the activities involved in the pool setting is significant, including the potential for permanent paralysis and death, drowning, head and neck injury, concussion and possible reactions to chemicals, along with minor cuts and scrapes and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation; and I willingly agree to comply with the stated instructions and policies and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official/coach/instructor/Lifeguard/manager immediately; and I understand, agree and acknowledge that some activities may be of a hazardous nature and/or include physical and/or strenuous activity. Understanding this, I state that I have no medical condition or impairment that might inhibit my safe and active participation in the above listed activity.

It is my understanding that the risks associated with the activity include all of the risks associated with the activities described above as well as other risks that may arise during my participation in the activity. Accordingly, if I believe I need more information regarding the participation in said activity before I waive my rights and agree to indemnify others as described below, I acknowledge that I may seek additional information or I may refuse to participate in the activity. I further acknowledge that the risks listed above, along with other risks inherent to participation in the activity listed above, may result in severe bodily and/or emotional injury, including permanent disability or death. I recognize that participation in the above listed activity involves other inherent risks, and that all such risks cannot be described as a part of this document.

**2. Waiver of Rights and Release of Liability**

*Participant, and, if Participant is a minor, each Parent and/or Legal Guardian, hereby releases, waives and discharges the District, its board members, employees and agents from all liability, claims, and causes of action based upon the actions or omissions of the District, its board members, employees and agents ("Releases") arising in connection with participant's participation in the activity(ies) described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.*

**3. Indemnification and Hold Harmless**

*The undersigned, and each of them jointly and severally, further agree to indemnify and hold harmless the Releasees from and against all losses, damages, monetary awards and expenses, including all costs and reasonable attorney fees, incurred in connection with any claims of negligence, wrongdoing or error on the part of a Releasee brought by the participant, participant's Parent(s) and/or Legal Guardian(s), participant's other family members, or Participant's heirs, successors, assigns, and legal representatives, for any injury, illness, disease, death or damage to property, arising from or in connection with Participant's participation in the activity(ies) described above. Notwithstanding the foregoing, this hold harmless and indemnification agreement does not address losses, damages, monetary awards and expenses arising from the intentional or reckless acts of any Releasee.*

**4. Opportunity to Negotiate**

You are encouraged to carefully review the contents of this Waiver and Indemnification Agreement and take the time you feel is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact the District’s Superintendent at the District office prior to signing and executing this Agreement. If you do not contact the District’s Superintendent prior to signing and executing this Agreement, the District understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

**5. Miscellaneous**

The parties agree that the provisions of this Waiver and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof shall not affect the validity or enforceability of the other provisions or clauses of this Agreement. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

**I CERTIFY THAT I HAVE READ THIS WAIVER AND INDEMNIFICATION AGREEMENT, MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.**

Date: \_\_\_\_\_  
\_\_\_\_\_ (Participant)

Date: \_\_\_\_\_  
\_\_\_\_\_ (Parent/Legal Guardian)\*

Date: \_\_\_\_\_  
\_\_\_\_\_ (Parent/Legal Guardian)\*

\*Must sign if Student is under age 18