

Riverside Community College District

WAIVER FOR ADULT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
("AGREEMENT")

IN CONSIDERATION of being permitted to participate in swimming/diving or other water sports activities (Activity) at the Riverside City College Aquatics Complex for myself, my personal representatives, assigns, heirs and next of kin, on _____ (date of event):

1. **I ACKNOWLEDGE**, agree, and represent that I understand the nature of the swimming/diving (Activity) and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. **I FULLY UNDERSTAND that (a) the swimming/diving (Activity) INVOLVES RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, OR DEATH ("RISK"); (b) these RISKS and dangers may be caused by my own actions, or inactions, the actions or inactions or others participating in the Activity, the condition in which the Activity, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of participation in the Activity by me.**
3. **I HERBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, OR ANY OF ITS COLLEGES, its Trustees, officers, employees, agents or volunteers, and if applicable, owners and lessors of premises on which the activity takes place FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED BY OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES". I FURTHER AGREE, that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or my minor child/ward, or anyone on my behalf make a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, arbitration expenses, medical expenses, attorney fees, loss, liability, damage or cost which may be incurred as the result of such claim.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed name of participant
