

LIABILITY WAIVER AND ASSUMPTION OF RISK

I, the undersigned, on behalf of myself, my legal representatives, heirs and assigns (collectively, "I," or "myself") and on behalf of each of my minor children and/or legal wards listed below, and their legal representatives, heirs and assigns (my "Child"), enter into this Liability Waiver and Assumption of Risk (this "Waiver") for the benefit of Colorado Water Polo Club and their owners, directors, agents, employees, independent contractors, affiliates, successors and assigns (collectively the "Club") as a condition for my Child's participation in the activities, services and benefits provided by the Club (collectively, the "Activities"), including without limitation the following, whether occurring at Club facilities or elsewhere, with or without the use of machinery, equipment, or other supplies provided by the Club: (i) strength training such as isometric exercises and use of free weights, weight machines and other equipment, (ii) flexibility training such as stretching or use of exercise machines or balls, (iii) spa activities such as massage, tanning, hair removal or use of a sauna or jacuzzi, (iv) cardiovascular and endurance activities such as running, swimming, aerobics, yoga, kickboxing, hiking, biking or stair climbing, (v) sports such as organized sports and ball games, (vi) educational activities such as lessons on physical fitness and nutrition, (vii) other children's activities such as arts and crafts, outings to parks, water parks, amusement parks, museums or zoos, and (viii) miscellaneous related activities such as changing clothes, showering and eating.

I feel my Child should have the maximum opportunity to participate in sporting, recreational, educational, and other activities where certain risks may exist. Specifically, I feel it is in my Child's best interest to participate in the Activities, and consequently I have requested that my Child participate in any and all of the Activities.

1. **ASSUMPTION OF RISKS.** I understand that the Activities all inherently involve risks and potential dangers, and recognize the Activities may result in accident, loss, damage, or physical injury ranging from hurt feelings, destruction of personal property, cuts, scrapes, bruises, burns, sprains, strains, pulls and/or broken bones to brain damage, paralysis or death. I am not relying on the Club to provide a list of all the possible risks and dangers that could potentially affect my Child, either in this Waiver or at any time, now or in the future. I hereby agree on behalf of myself and my Child to **ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY, OR OTHER DAMAGES** to my Child, his/her property, or the property of others which may in any way, whether foreseeable or not, arise out of the Activities and/or from the actions – specifically including negligent acts or omissions – of all persons involved either directly or indirectly in the Activities. **I KNOW AND FULLY APPRECIATE THAT THE ACTIVITIES EXPOSE MY CHILD TO RISK OF SERIOUS PERSONAL INJURY AND DEATH. I FULLY APPRECIATE THESE DANGERS AND VOLUNTARILY ASSUME THESE RISKS.**

2. Activities not Ultrahazardous; Do not Involve Public Service. I affirm that, while dangerous and risky, the Activities are not ultrahazardous activities for which one can be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which my Child is voluntarily participating for his/her own enjoyment.

3. **LIABILITY WAIVER, RELEASE, COVENANT NOT TO SUE. AS CONSIDERATION FOR THE CLUB ALLOWING MY CHILD TO ENGAGE IN ANY OR ALL OF THE ACTIVITIES, NOW OR IN THE FUTURE, I INTENTIONALLY AND KNOWINGLY WAIVE AND RELEASE ANY AND ALL CLAIMS, INJURIES, DAMAGES, AND RIGHTS THAT MY CHILD MAY HAVE OR THAT I MAY HAVE, PERSONALLY OR ON MY CHILD'S BEHALF, NOW OR IN THE FUTURE, AGAINST THE CLUB RELATING TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO CLAIMS, INJURIES, DAMAGES AND RIGHTS RESULTING FROM THE NEGLIGENCE OR OTHER FAULT OF THE CLUB. I AGREE ON BEHALF OF MY CHILD AND MYSELF NOT TO SUE THE CLUB BASED ON SUCH CLAIMS, INJURIES, DAMAGES AND RIGHTS.** I UNDERSTAND THE TERM "DAMAGES" INCLUDES, FOR EXAMPLE, MEDICAL EXPENSES, LOSSES AND EXPENSES DUE TO BODILY INJURIES OR PROPERTY DAMAGES, AND/OR PERSONAL PROPERTY DAMAGES, AND THE TERM "NEGLIGENCE" MEANS THE FAILURE TO DO AN ACT WHICH A REASONABLY CAREFUL PERSON WOULD DO, OR THE DOING OF AN ACT WHICH A REASONABLY CAREFUL PERSON WOULD NOT DO, UNDER THE SAME OR SIMILAR CIRCUMSTANCES, TO PROTECT OTHERS FROM ACCIDENT, INJURY, OR DEATH. THIS WAIVER DOES NOT INCLUDE CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

4. Indemnity. I agree to defend, indemnify, and hold harmless the Club for any and all claims, damages, costs, or expenses arising from my Child's participation in the Activities. This indemnification shall include reimbursement of the Club's attorneys fees.

5. Miscellaneous. If any provision is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such provision will be reformed and enforced to the maximum extent permitted by law. This Waiver is the complete agreement related to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, which may have related to the subject matter hereof. This Waiver may not be waived, amended, or terminated except by obtaining the prior written consent of the Club and myself. This Waiver shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision.

6. Representations. I represent that (please initial each line below, if true and correct):

_____ I AM AT LEAST 18 YEARS OLD AND AM THE PARENT OR LEGAL GUARDIAN OF EACH CHILD NAMED BELOW;

_____ I UNDERSTAND I AM GIVING UP IMPORTANT LEGAL RIGHTS ON BEHALF OF MY CHILD AND MYSELF, AND IT IS MY INTENTION TO DO SO FREELY AND VOLUNTARILY, WITHOUT COERCION OR DURESS OF ANY TYPE;

_____ I UNDERSTAND I MAY SEEK ADVICE OF INDEPENDENT LEGAL COUNSEL AT MY EXPENSE BEFORE SIGNING THIS WAIVER;

_____ I UNDERSTAND THAT EVEN THOUGH I AM SIGNING THIS WAIVER TODAY, I AM GIVING UP ANY AND ALL RIGHTS TO SUE TODAY AND AT ALL TIMES IN THE FUTURE AND ANY AND ALL RIGHTS MY CHILD MAY HAVE TO SUE TODAY AND AT ALL TIMES IN THE FUTURE;

_____ I HAVE READ THIS ENTIRE WAIVER, AND I FULLY UNDERSTAND IT; AND

_____ THE INFORMATION I HAVE PROVIDED IN THIS WAIVER IS TRUE AND ACCURATE.

SIGNATURE: _____

Date: _____

PRINTED NAME: _____

CHILDREN/LEGAL WARDS (please print):

_____ Name _____ Age _____ Name _____ Age _____

_____ Name _____ Age _____ Name _____ Age _____