



### **Waiver Release and Claims Agreement**

This is a legally binding agreement, which will bar your ability to sue for injuries you may receive while participating in the Condors Swim Club Swim Fundraiser at Mark Twain Pool for Play for P.I.N.K. during calendar year 2018. Please read this Agreement carefully and do not sign unless you agree to all of the terms.

### **Safety Warning and Assumption of Risk**

Participants are advised that they should be in good physical condition. Participants are further advised that the events are held in a natural environment, in conditions that are subject to change at any time, without prior warning. I acknowledge that I participate at my own risk.

### **Release of Liability and Waiver of Claims**

For and in consideration of permitting the undersigned participant ( in the capacity of competitor, volunteer or spectator) to enroll in and participate in the athletic events and competition organized by the Condor Swim Club at Mark Twain Pool at Yonkers Montessori School, Play for P.I.N.K., and any of its sponsors (the "Released Parties") the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action of said activities and participating in the competition or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or competition activities may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for him/herself estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the Township of Scotch Plains, Play for P.I.N.K., the Breast Cancer Research Foundation, any of its sponsors, agents, servants or employees for any of said causes of action, whether the same shall arise by the negligence of any said persons, co participants or otherwise. IT IS THE INTENTION OF THE UNDERSIGNED PARTICIPANT BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE YONKERS MONTESSORI SCHOOL, THE YONKERS PUBLIC SCHOOLS, CITY OF YONKERS, PLAY FOR P.I.N.K., THE BREAST CANCER RESEARCH FOUNDATION AND ANY OF ITS SPONSORS FROM ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES.

The Undersigned acknowledges that he/she has read the foregoing paragraph, has been fully and completely advised of the potential dangers incidental to engaging in the activity and competition activities offered by the Released Parties, and is fully aware of the legal consequences of signing the Release Claims Agreement.

I ACKNOWLEDGE THAT SIGNING THIS RELEASE OF CLAIMS AGREEMENT, THAT I AM GIVING UP AND WAIVING THE RIGHT TO PURSUE A CLAIM AND FILE A LAWSUIT AGAINST THE RELEASED PARTIES IF I AM IN ANY WAY INJURED OR KILLED DURING THE EVENT.

Name of Participant (please print): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

As parent of guardian of the participant, I acknowledge reading this form and agree to the provisions above.

Name of Parent/Guardian (please print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_