

One Larkin Center
Yonkers, New York 10701
Tel. 914 376-8100
Fax 914 376-8584
equezada@yonkerspublicschools.org

Dr. Edwin M. Quezada
Superintendent of Schools

I, _____, understand that the Condors Swim Club Swim Fundraiser for Play for P.I.N.K. being held at the Mark Twain Pool (the “program”) may involve strenuous physical activity. I understand that the risk of injury, including serious and/or disabling injury, is always present and cannot be entirely eliminated. If I experience any pain or discomfort, I will immediately discontinue the activity, and ask for help from the staff member and/or volunteer(s).

I affirm and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the above-referenced program. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any of the program enumerated above. I understand the risks associated with the above program and agree to follow all instructions so that I may safely participate in the program.

I agree to waive, release, absolve and hold harmless and indemnify the Yonkers Public Schools and the City of Yonkers (hereinafter collectively the “City”), their officials, officers, agents and employees from any and all claims, suits, actions, damages and/or causes of action for any personal injury, loss of life, property damage and other liability arising out of my participation in the program, the use of the facility or in any way relating to or arising from any incidence occurring during the program or while participating in the program, including the City’s attorney’s fees and costs. This waiver and release is intended to be an express waiver of and release from any and all claims against the City, their officials, officers, agents and employees arising from the program, including all claims or causes of action based on the alleged negligence or gross negligence of the City, or its officials, officers, agents or employees. I expressly agree that this waiver and release shall be interpreted as releasing the City, its officials, officers, agents and employees from all liability and claims to the fullest extent allowed by New York law.

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I affirm that I have read and fully understand and agree to the above terms of this Waiver. I am signing this waiver voluntarily and recognize that my signature serves as a complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York.

Signature of Parent/Guardian (or by student if over 18 years of age):

(PRINT)

Dated: _____

(SIGNATURE)