



## **AQUATIC AGREEMENT, WAIVER & RELEASE (ADULT)**

In exchange for permission to participate in aquatic recreation/exercise and use the swimming pool at the ChildServe Center, 5406 Merle Hay Rd, Johnston, Iowa, and for other consideration, the receipt and sufficiency of such is hereby acknowledged, I hereby waive, release and discharge *ChildServe* from any and all claims for damages for personal injury, death, or property damage which I may suffer, or which may hereafter accrue to me, as a result of participation in such activity. This Release is intended to discharge in advance *ChildServe* and any representative thereof, including but not limited to its parent and subsidiary companies, affiliates, officers, employees, directors and agents (hereinafter “*ChildServe*”) from any and all liability associated with my participation in such activity, even though the liability may arise as a result of the careless or negligent acts of *ChildServe*. I am aware that the activity that I am participating in takes place in a swimming pool environment and involves the various risks, dangers and hazards associated with water such as drowning, brain injury, paralysis, and/or the possibility of personal injury, death and/or injury to personal property. I hereby acknowledge and agree to assume such risks. This Release is intended to be binding on my heirs, family members and assigns. I agree to indemnify, hold harmless and defend *ChildServe* from and against any loss, liability, damage, cost, or expense (including reasonable attorney’s fees) which they may incur as the result of death or any injury or property damage that I may sustain while participating in said activity. **I UNDERSTAND THIS IS A LEGALLY BINDING DOCUMENT. I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER & RELEASE AND FULLY UNDERSTAND ITS TERMS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_ Emergency Contact Name/Phone Number \_\_\_\_\_