

Assumption of the Risk and Waiver of Liability Relating to Swimming and Swimming Pool Activities

Swimming Pools and activities in and around pools (such as swimming) involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from tripping or falling over obstacles in the pool area, or even drowning. Injuries can occur to participants due to accidents, for any reason, for no reason, or because of the acts or actions or inactions of other people.

Apex Riding Academy ("Apex") has put in place preventative measures to reduce the likelihood of accidents near, in, or around the pool; however, Apex cannot guarantee that you or your child(ren) will not experience an injury or accident at the pool. Participants swim at their own risk.

By signing this agreement, I acknowledge the risks associated with swimming pools and voluntarily assume the risk that my child(ren) and I may be injured while attending Apex activities, lessons, or camps when such activities include use of the Swimming Pool. I acknowledge that a swimming pool injury may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming injured at Apex activities, lessons, or camps may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Apex staff, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Apex or participation in Apex programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Apex, its employees, staff, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Apex, its employees, agents, and representatives, whether an injury related to the Swimming Pool occurs during an authorized visit to the pool as part of an Apex activity, or after participation in any Apex activity, lessons, or camp program. I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian Name of Club Participant(s)