

**NORTHWOOD PARK SWIM CLUB
PRIMARY CHILDCARE PROVIDER LIABILITY WAIVER & RELEASE**

Member's Name and Phone Number: _____

Member Child's Name and Age (list all if more than one):

Primary Childcare Provider's Name and Age: _____

Provider's Parent or legal guardian (if provider is under 18 years of age) _____

Primary Childcare Provider Statement

I hereby acknowledge:

1. Northwood Park Swim Club ("NPSC") is granting to me the right to use its facilities in my capacity as a primary childcare provider as authorized by the Board;
2. my right to the facilities **does not** extend to my children, family members, friends, or any other children for whom I provide childcare services;
3. any rights granted to me by the Board may be revoked at the Board's discretion; and
4. I recognize and understand the risk(s) associated with attending such a swimming pool facility, including, but not limited to, slip and falls, cuts, bruises, and drowning.

Waiver & Release

On behalf of myself and my executors, administrators, heirs, next of kin, successors, and assigns, I, hereby:

(A) waive, release, and discharge from any and all liability for the death, disability, personal injury, property damage or theft, or actions of any kind which may hereafter accrue to me, NPSC and its members, officers, agents, and employees;

(B) indemnify and hold harmless NPSC and its members, officers, agents, and employees from any and all liabilities and claims made by other individuals or entities as a result of any of my actions.

Attorney Fees

If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Waiver and Release, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

THIS IS A WAIVER AND RELEASE. I HAVE READ AND UNDERSTAND ITS TERMS.

_____ (initial) I, the undersigned, understand and affirm that this document shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Primary Childcare Provider's Signature (or Parent if Provider is a minor)

Date

NPSC Manager or Board Member