RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of access to and use of the facilities of the member pools and their respective legal owners (Hawks Landing Pool, High Point Pool, Hill Farm Pool, Maple Bluff Country Club, Middleton Swim Club, Monona Swim Club, Nakoma Country Club, Parkcrest Pool, Ridgewood Pool, Seminole Pool, Shorewood Pool, and West Side Pool, collectively referred to as the "Hosts") of the All-City Swim/Dive League, Inc. (the "League") for use in events by the Hosts and the League, THE UNDERSIGNED, in his/her individual capacity as well as parent or guardian of the below listed minor child/children (the "Children"), for himself/herself, his or her personal representatives, heirs, and next of kin:

1. HEREBY WARRANTS AND REPRESENTS that: (i) he or she understands that the particular activities which the Children may undertake at the Facilities may involve vigorous physical exercise, including by way of example swimming, diving, exercise, and prolonged or peak physical activity, as well as use of recreational equipment or other devices located at the Facilities (collectively, the "Activities"); (ii) he or she understands that there are significant risks associated with participation in the Activities, including by way of example the possibility of serious injury or death caused by falling, exertion, physical activity, drowning, accident, injury related to use of equipment or devices, or injury caused by or inflicted by the acts or negligence of other participants; and (iii) the Children are in sufficient physical condition and are physically able to undertake all Activities, and have no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate.

_____ [initial]

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the League, its directors, officers, agents and employees (the "Releasees") FROM ALL LIABILITY, TO THE CHILDREN AND THE UNDERSIGNED, their personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE CHILDREN ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE AT THE FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

_____ [initial]

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST the Children or the Undersigned may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

_____ [initial]

4. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE TO THE CHILDREN arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis. Stat. § 895.525, that the Children have a responsibility to act within the limits of his or her ability, to heed all warnings regarding participation in the recreational activity, to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for himself or herself or to other persons.

_____ [initial]

5. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, the Undersigned has had the opportunity to contact a representative of the League to discuss and/or bargain regarding any of the terms set forth herein.

_____ [initial]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Full Name and Age of Child/Children Covered by this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement:

1. _____
2. _____
3. _____
4. _____
5. _____

_____ _____

Signature of Parent or Guardian Date

[FOR USE BY MEMBERS WITH MINOR CHILDREN Rev.11-06]