

THE CRISTIAN KORTE MEMORIAL SWIM FUND

WAIVER AND RELEASE AGREEMENT

THIS IS A RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.

To the fullest extent provided by law, the undersigned (hereinafter sometimes "Parent") hereby waives, releases, and discharges any and all right, claim or demand against The Cristian Korte Memorial Swim Fund, a Colorado Non-Profit Corporation, its Board of Directors, its Directors, its volunteers, agents, assigns, executors, personal representatives, administrators, trustees, insurers, employees, and any and all persons or entities with which it is associated (collectively "Swim Fund") for any injury, loss or damage to Parent's child or children, including any injury, illness, other claimed losses or damages and any other claims, and from any other loss, damage or expense that results from or in any way arises out of or relates to the Swim Funds provision of charitable swimming lessons to Parent's child or children and for the provision of any related services or for any related activities.

I hereby release, and agree not to sue the Swim Fund, referred to collectively as the "**Released Parties**," and hold the same harmless from and against any and all liability, claims, demands or actions or causes of action whatsoever, arising out of damage, loss or injury to my **child or children**, whether anticipated or unanticipated, arising out of Swim Fund's provision of charitable swimming lessons and/or other services contemplated by this agreement, whether such claim, injury, damage, or loss results from the negligence of the Released Parties, their respective volunteers, agents, officers, employees, successors, assigns, insurers, etc. or from any other cause. This release and agreement shall be binding upon the Parent, his, her or its insurers, heirs, successors, assigns, trusts, trustees, administrators, personal representatives, executors, directors, agents and employees.

Parent agrees to defend, indemnify and hold Swim Fund harmless from any claim that may be made by Parent or the minor child or children, and/or any other person or individual that results from or in any way arises out of or relates to Swim Fund's provision of services. Parent and the minor child(ren) identified below hereby also release Swim Fund from any and all claims for damages of whatsoever nature or kind that may occur to any personal property in use during the swim lessons and during the time in which Swim Fund is providing services, whether arising out of Swim Fund's services or some other incident which may include, but are not limited to, fire, flood, storm, or any other act of God, or damage in connection therewith, including monetary damages, costs and attorney's fees of any kind.

I acknowledge that I have carefully read, understood, and voluntarily agreed to the foregoing waiver and release agreement on behalf of my minor child(ren):

Print Name of Parent: _____

Print Name of Child(ren): _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Signature of Parent: _____ Date: _____