



## McMurry University

### Swimming Pool Waiver and Release Form

Before using the aquatic facility, each participant/family must have a waiver form for use on file. This form is to renewed annually upon first use of the pool facility for the McMurry Academic year.

#### Important Information

McMurry University (herein referred to as the "INSTITUTION") is committed to conducting its recreation programs and activities in a safe manner and holds safety of participants in high regard. The INSTITUTION continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants/guardians of minors registering for a program activity (school program or rental) or use the aquatic facility as a part of the McMurry Community (Students, Faculty/Staff, Alumni) must recognize that there is inherent risk of injury when choosing to participate in recreational activities/programs.

The adult signer of this Waiver and Release is solely responsible for determining if the participant(s) (adult, child/ward, guest) are physically fit and adequately skilled for the activities contemplated by this agreement. It is always advisable especially if the participant is pregnant, disabled in any way or has recently suffered an illness, or impairment, to consult a physician before undertaking any physical activity.

The signer also agrees to abide by all INSTITUTION aquatic facility rules that are either posted and/or attached as an addendum to this agreement along with abiding by safety directives from the facility staff while using the facility and understands that failure to comply with such rules or policies may result in immediate removal from the facility and possible suspension/termination of further use of the INSTITUTION facilities.

#### Photo/Video Policy

The INSTITUTION takes photos and video of participants using its facilities. By signing the waiver, you are giving permission to the INSTITUTION to use these photos and video in INSTITUTION publications including print media, website(s) and social media outlets. All photos and video are the property of the INSTITUTION.

#### Warning of Risk

Swimming and Diving are sports that challenge and engage the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including but not limited to, drowning, head/brain injury and cervical spine injury. There is also a risk to exposure to communicable disease. Understandably, not all hazards and dangers can be foreseen.

The very nature of swimming and diving is hazardous and risky, including but not limited to, fatigue and overexertion, poor swimming skills, failing to avoid dangerous areas, horseplay, failure of lifeguards to locate victims and/or delay in emergency response time, diving or cannon balling into shallow water and striking the bottom or side of the pool, poor supervision or instruction, lack of conditioning, becoming disoriented, striking other participants (swimmers), defective or inadequate equipment, striking one's head on the bottom when using a starting block or diving board, slipping or falling on the deck or within the locker facility, chemical exposure, and all other circumstances inherent to the sport of swimming and diving, aquatic activities, and aquatic facilities including potential exposure to communicable diseases. In this regard it must be recognized that it is impossible for the INSTITUTION to guarantee absolute safety.

**Waiver and Release if All Claims and Assumption if Risk**

Please read this form carefully and be aware that in signing up and participating in a program/activity or using the aquatic facility as a member of the McMurry Community (Student, Faculty/Staff, Alumni), you will be expressly assuming risk and legal liability and waiving and releasing all claims for injury, illnesses, damages, or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services and vehicle operations, when provided).

- **I recognize and acknowledge that there are certain risks of physical injury to participants in the program/activity, and voluntarily agree to assume the full risk of any and all injuries, illnesses, damages or loss, regardless of severity, that my minor/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the INSTITUTION including its trustees, officers, agents, volunteers, students and employees (hereinafter collectively referred to as "Releasees").**
- **I further agree to defend, indemnify, and hold the RELEASEES harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury, illness or damages arising out of my participation (or my minor child/ward's) in this activity; but only in proportion to and the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by or from the INSTITUTION'S negligent act(s) or omission(s).**
- **I have read and fully understand the above important information, warning of risk, photo/video policy and assumption of risk and waiver and release of all claims, and indemnification agreement. If registering online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as an original form signature.**
- **I further agree to abide by all facility rules as well as directives from safety support staff and failure to comply with the rules/directives may result in my removal and suspension/termination from further participation in INSTITUTION aquatic programs.**
- **CHOICE OF LAW: I hereby agree that this agreement shall be construed in accordance with the laws of the State of Texas.**

**PARTICIPATION WILL BE DENIED if the signature of the adult participant or parent/guardian and date are not on this waiver. A signature is required for each participant 18 years or older and one signature for all minor children/dependents.**

Note: The INSTITUTION does not carry medical or accident insurance for its participants. The cost of such insurance would make programs cost prohibitive. We suggest that you look at your own insurance policy to be sure you are adequately covered. The INSTITUTION assumes no responsibility for personal injuries. Including illness or loss of personal property.

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**Minor Child's Name**  
**(Please Print Legibly)**

\_\_\_\_\_  
**Minor Child's Name**  
**(Please Print Legibly)**

\_\_\_\_\_  
**Minor Child's Name**  
**(Please Print Legibly)**

\_\_\_\_\_  
**Participant's Name**  
**(please print)**

\_\_\_\_\_  
**Participant's Signature**  
**(18 years or older or parent/guardian)**

\_\_\_\_\_  
**Date**