

MARGATE SWIMMING CLUB

INDEMNITY FORM BY SWIMMER / GUARDIAN

I,,
hereby affirm I am voluntarily engaging in activities which includes, but is not limited to, swimming and diving and related activities. **If I engage in such activities, I affirm that I am a capable, sufficiently experienced swimmer, and that I am aware that swimming/diving has inherent risks which may result in serious injury or death.** I certify that I am fully aware and expressly and voluntarily assume all risks involved in swimming/diving.

I further state that I am 18 years or older and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian (which is incorporated in this Indemnity). I understand the terms herein are contractual in nature, and that I have signed this Agreement of my own volition and with the knowledge that I hereby agree to limit my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that such provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

In the event of me being injured or harmed in the water, whilst swimming in any place related to my swimming or diving activities, then, the most qualified person (who I likewise indemnify) in the group at the time will have the right to decide in what way I should be treated, rescued or, resuscitated, or if necessary, be evacuated, and I further accept that I will be liable for all related costs which may arise be they for resuscitation and rescue, medical or otherwise.

I further acknowledge that as a swimmer, I am responsible for my own swimwear and its use in swimming and my equipment and my hydration.

I accordingly renounce, waive and repudiate any and all statutory and common-law rights and claims that I may have against **MARGATE SWIMMING CLUB** and any of their associates, operators and servants or employees and proprietors arising from any loss or damage to equipment, be it owned or rented, or any patrimonial loss, and/or any injury or disablement whatsoever sustained by me, or my death occurring during the course of my participation in any swimming/diving related activity and transport to and from any race, competition or event or informal ride, whether this is due to any negligence, fault or omission, on the part of any person. I voluntarily assume the risk of swimming/diving and the activities related to it, and make this renunciation of my own free will.

The swimmer and/or signatory consequently hereby indemnifies **MARGATE SWIMMING CLUB** and/or it's associates, operators and servants or employees and proprietors as from any loss, injury, loss of life or patrimonial damage due to any negligent act, or any cause of whatsoever nature, or conduct arising out of any **MARGATE SWIMMING CLUB** activities as more fully described in the context of this indemnity.

Signature:

Date:

Signature of parent or guardian

Home Address:

Cellphone Number:

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