

**Release of Liability, Waiver of Claims, Assumption of Risk and
Indemnity Agreement with Regard to Public Group Swimming Lessons
at the Firestone Park Swimming Pool in the City of Columbiana**

NOTICE TO PARTICIPANTS, PARENTS AND GUARDIANS

If you are new to the swimming lessons program at Firestone Park Swimming Pool (hereinafter referred to as "Pool") or if you are signing this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (hereafter called "Release Agreement") as the parent or guardian of a participant under the age of 18, please take the time to review this document carefully and familiarize yourself with the swimming lessons program at the Pool.

YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING CITY FACILITIES. LIABILITY OF THE CITY FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!

RELEASE AGREEMENT

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR THE PARTICIPANT AND OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MY HAVE AGAINST THE RELEASEES.

1. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
2. This Release Agreement and my rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Ohio.
3. Entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participants in the swimming lessons program at the Pool, other than what is set forth in this Release Agreement.

4. I hereby represent that I am the parent or legal guardian of _____ (“participant” who is under the age of 18 years) and am authorized to execute this Release. I do further agree and represent that:

- a. The participant named above is physically and otherwise able to participate in the public group swimming lessons program at the Firestone Park Swimming Pool from June _____, 2021 through June _____, 2021. In consideration of said participant being allowed to participate in said program at the Firestone Park Swimming Pool, I, on behalf of myself and said participant, release the City of Columbiana, its officials employees, agents, independent contractors, subcontractors, representatives, successors, assigns and volunteers (herein referenced as “Releasees”) from all liability to me and/or said participant, including, but not limited to, any and all liability for any loss, damage, expense, or injury, including death, that I or the participant may suffer or that the next of kin thereof may suffer, as a result of participant’s participation in said program at the Firestone Park Swimming Pool , arising from or incident to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including the failure on the part of the Releasees to safeguard or protect the participant from the risks, dangers and hazards of said public group swimming lessons, which risks, dangers and hazards I freely assume. I further agree to indemnify, save and hold Releasees harmless from any loss, liability, attorneys’ fees, damages, or costs arising from or incident to participant’s participation in said program at the Firestone Park Swimming Pool, notwithstanding the negligence of the Releasees. I further acknowledge that the Releasees have made no warranties or representations whatsoever with regard to the results to be achieved by said swimming lessons that no assurance has been given that the participant will learn to swim or swim well and that I assume the risk of such failures.

Parent or Guardian (Print Name) _____ Age _____
Child’s Name

Parent or Guardian (Signature)

Dated: _____