

# SWIMMING WAIVER



EVERGREEN FITNESS, LLC

2572 Route 302  
Lisbon, NH 03585

EMERGENCY MEDICAL INFORMATION  
AND RELEASE FORM 2011-2012 SEASON  
(Please read and complete BOTH sides of form)

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## Contact Information

Participant's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Gender (M/F) \_\_\_\_\_ Street Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Email Address \_\_\_\_\_ (for gym use)

Parent/Legal Guardian (1) \_\_\_\_\_ Home Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

Parent/Legal Guardian (2) \_\_\_\_\_ Home Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

*In an emergency where the parent/guardian cannot be reached, please contact the following:*

Emergency Contact (1) \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

## Health Information

*In order to help us in the instruction of your child, please indicate any physical, emotional, or social impairments or challenges which your child may have, such as:*

Allergies (Please provide details) \_\_\_\_\_

Learning Challenges \_\_\_\_\_ Other \_\_\_\_\_

Please list any medication your child is taking \_\_\_\_\_

Please list any other health info we should know \_\_\_\_\_

**\*\*\* PLEASE TURN OVER AND COMPLETE SIDE TWO OF THIS FORM \*\*\***

**EVERGREEN FITNESS, LLC**  
2572 ROUTE 302  
LISBON, NH 03585  
(603) 838-6511



## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of participating in the Evergreen Fitness, LLC swimming program I represent that I and the participant(s) understands the nature of this activity and that the participant(s) is qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I and or participant(s) believe event conditions are unsafe, he/she will immediately discontinue participation in the activity. I and participant(s) fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me and or participant(s) or not readily foreseeable at this time; and I and participant(s) fully accept and assume all such risks and responsibilities for loses, cost, and damages I and or participant(s) incur as a result of my participating the Activity. I and participant(s) hereby release, discharge, and covenant not to sue Evergreen Fitness, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participant(s)s, any sponsors, advertisers, owners and lessors of premises on which the Activity takes place, (each considered one the "RELEASES" herein) from all liability claims, demands, losses or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability and assumption of risk I, participant(s) , or anyone on my behalf, makes a claim against any of the Releasees, I and participant(s) will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage or cost, which any may incur as the result of such claim.

I and participant(s) have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I and participant(s) have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extend allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

And I, as the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

\_\_\_\_\_  
Printed Name of Participant(s)

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian

I give permission for Evergreen Fitness to take photographs of my child \_\_\_\_\_ for advertisement and display purposes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/ or Legal Guardian