

FUN-IN-THE-SUN
WAIVER AND RELEASE OF LIABILITY FORM

PLEASE READ CAREFULLY.
BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO BRING SUIT.

To: The Incorporated Village of Patchogue (the "Village")

Prior to my child's participation in the Village's Fun-In-The-Sun program, I acknowledge that there are certain risks associated with such activities, including, by way of example, physical injury due to activity-related accidents, illness, or even death. In addition, I acknowledge that there may be other risks inherent in these activities of which I may not be presently aware. The following is a non-exhaustive list of such **risks** and **dangers**:

- The risk of injuries resulting from possible malfunction of the pool equipment;
- The risk of injuries resulting from tripping or falling over obstacles in the pool area;
- The risk of injuries resulting from unsupervised divers and swimmers colliding;
- The contraction of water-related infections and diseases;
- Seizures, physical injuries, and drowning and any water-related injuries

I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks. The list only provides examples of types of risks that I am assuming. In exchange for the Village allowing my child(ren) to participate in the Fun-In-The-Sun program, I hereby agree and certify to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Village, its officers, employees, agents, or representatives (hereinafter referred to as the "**Releasees**") relating to the participation of my child or children in the Fun-In-The-Sun program;
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, expense, or other cost that I or my child or children may suffer or that my next of kin may suffer in connection with my child's participation in the Fun-In-The-Sun program due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES**;
3. **TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE RELEASEES** from any and all liability to property, or personal injury to, any person or third party, resulting from my child or children's participation in the Fun-In-The-Sun program;
4. That my child(ren) is/are capable of swimming the length of the pool, free-style OR that I will provide them with flotation devices that are approved by the United States Coast Guard and capable of maintaining my child(ren)'s head above water;
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signature of Parent/Guardian

Date

CHILD'S NAME: _____

Age: _____ Date of Birth: _____ Sex: _____

Address: _____

Home Telephone: _____ Cell Phone: _____

Emergency Contact: Name and Phone Number (other than parent/guardian):

Name (Other than parent/guardian): _____

Phone #: _____

CHILD'S NAME: _____

Age: _____ Date of Birth: _____ Sex: _____

Address: _____

Home Telephone: _____ Cell Phone: _____

Emergency Contact: Name and Phone Number (other than parent/guardian):

Name (Other than parent/guardian): _____

Phone #: _____

CHILD'S NAME: _____

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CHILD'S NAME: _____

Age: _____ Date of Birth: _____ Sex: _____

Address: _____

Home Telephone: _____ Cell Phone: _____

Emergency Contact: Name and Phone Number (other than parent/guardian):

Name (Other than parent/guardian): _____

Phone #: _____