

**RELEASE AND WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT
PEMBROKE SUMMER SWIM PROGRAM**

IN CONSIDERATION of the permission granted to the participant named below to participate in the Town of Pembroke Summer Swim Program, I/we SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Town of Pembroke and Pembroke Recreation Commission, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether caused by the negligence of the Town of Pembroke and Pembroke Recreation Commission, its agents and employees or otherwise while the named participant participates in the Pembroke Summer Swim Program.

I/we further agree to indemnify the Town of Pembroke and Pembroke Recreation Commission, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the Town of Pembroke and Pembroke Recreation Commission, their agents and employees become legally obligated to pay including reasonable attorney's fees and costs, as a result of claims, demands, costs or judgments, against the Town of Pembroke and Pembroke Recreation Commission, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by the negligence of the Town of Pembroke and Pembroke Recreation Commission, their agents or employees and whether or not such liability is sole, joint or several.

I/we am aware that participation in this program may present a strain on my child's body, or its parts and therefore I represent to the Town of Pembroke and Pembroke Recreation Commission that to the best of my knowledge, my child is in a proper physical condition to allow him/her to participate and that I/we assume the risk of participating.

I/we will accept full responsibility for the transportation of my child to and from this activity and I/we release, indemnify and hold harmless any persons providing such transportation.

I/we understand that in case of injury or illness, I/we will be notified. If it is impossible to contact me and it is an emergency, I/we hereby give permission to attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child.

