

**LIABILITY RELEASE AND INDEMNIFICATION FORM**  
**For Briar Meadow Wilde West Swim Team and the Briar Meadow Homeowners' Association, Inc.**

I, the undersigned participant(s) have been informed that the Briar Meadow Wilde West Swim Team ("BM-WW Swim Team") is NOT affiliated, associated or under the control of the Briar Meadow Homeowners' Association, Inc. ("Briar Meadow HOA"). The Briar Meadow HOA is simply providing the use of the facilities to the BM-WW Swim Team to enhance the activities for the families of our community. At NO time shall there be any use of the diving board during any BM-WW Swim Team activities.

I, the undersigned participant(s) and parent, request voluntary participation for my child or ward hereinafter is referred to as ("Minor(s)") to participate in all events, which are hereinafter is referred to as the ("Activities") sponsored by BM-WW Swim Team and its local swimming committees.

I consent to my Minor(s) participation in the Activities and acknowledge that the Minor(s) and I fully understand my Minor(s) participation may involve risk of serious injury or death, including losses which may result not only from my minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the BM-WW Swim Team before I sign this document and before any Activities begins.

**Release – Minor's Rights:**

In consideration of allowing Minor(s) to participate in the Activities, I hereby release and hold harmless the Briar Meadow HOA, BM-WW Swim Team and its local swimming committee and the members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the Activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

**Release – Parents'/Guardians' Rights:**

#1 (Print name of minor)

#3 (Print name of minor)

#2 (Print name of minor)

#4 (Print name of minor)

In consideration of allowing Minor(s) to participate in BM-WW Swim Team swimming events, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor(s) Participant's participation in the Activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my Minor(s) is in good health and has/have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my Minor(s) personal medical insurance as a primary medical coverage payment if accident or injury occurs. I certify that any incurred cost to my Minor(s) medical treatment will be paid solely by me. I will consent to emergency medical treatment in the event such care is required.

**(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)**

**Indemnification by Parent/Guardian:**

**The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor(s) participation in the Activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

I further agree to reimburse the Briar Meadow HOA, BM-WW Swim Team and its local swimming committee and the members of its board of directors, officers, employees, volunteers, other participants, and agents for any all litigation expenses, court costs or other expenses of any kind incurred by them as a result of claims or lawsuits brought against them for Activities or injuries as it relates to Minor(s) as a result of said Activities.

**(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)**