

**SMOKY HILL METROPOLITAN DISTRICT ATHLETIC OR SPORTS  
PARTICIPATION ASSUMPTION OF RISK, RELEASE,  
WAIVER AND INDEMNIFICATION**

FOR Smoky Hill Sharks Swim Team

I, \_\_\_\_\_, for myself, or as parent or legal guardian of \_\_\_\_\_, having registered myself, or my child, for participation on the Smoky Hill Sharks Swim Team, and having been fully informed of the nature of the activity or sport and the risks inherent in participating in such activity or sport, state that I understand such activity or sport involves exercise or physical exertion of varying degrees of difficulty, which may be strenuous, and taxing both physically and mentally. I further understand that by participating in this activity or sport, I or my child, runs the risk of physical injury or illness, both internal and external, temporary and permanent, from such activity or from use of the facilities in any manner and may run the risk of developing mental stress.

Fully understanding these risks, **I agree to assume all such risks of injury or illness to me or my child**, reasonable or otherwise, which may result from such participation in the physical activity or sport or use of the facilities owned by the Smoky Hill Metropolitan District. I hereby fully release the Smoky Hill Metropolitan District, its agents, servants, officers and employees from, and hereby knowingly waive all claims for injury or illness, (including death) or damage sustained by me or my child, which may result directly or indirectly from participation in the subject physical activity or sport, named above.

**I further expressly agree to indemnify, defend and hold harmless the District, its agents, servants, officers and employees and each of them** against any and all claims and liabilities, including reasonable attorneys' fees, from and against any and all claims for injuries or illnesses to me or my child or any and all other persons, arising from my participation or the participation of my child in the subject physical activity or sport, or, use of such facilities in any manner. This full indemnification extends as well, to any claims raised by my child through any adult acting as "best friend," guardian or in any other legal capacity on behalf of such child.

**I hereby warrant that I have read the foregoing, that I fully understand same** and knowingly and willingly agree to all such terms, and acknowledge such terms are contractual in nature and further acknowledge and warrant that I have legal authority to execute this document on my behalf or on behalf of my children and fully bind myself, my children, my heirs and legal representatives, to all terms hereof, to the fullest extent possible under the laws of the State of Colorado, and that this Assumption of Risk, Release, Waiver and Indemnification shall be liberally construed in favor of the District, its agents, servants, officers and employees.

**IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT, DO NOT SIGN IT!**

The foregoing Assumption of Risk, Release, Waiver and Indemnification was read, understood and agreed to, by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By: \_\_\_\_\_  
Participant, Parent or Guardian

By: \_\_\_\_\_  
Parent or Guardian

Address: \_\_\_\_\_  
\_\_\_\_\_

**(If Participant is a child, signature of both parents is required.)**