

**GOUCHER AQUATIC CENTER  
PARTICIPANT RELEASE, WAIVER OF LIABILITY AND  
HOLD HARMLESS AGREEMENT**

In consideration for receiving permission to participate in the aquatics program and use the aquatics facility at Goucher College, I acknowledge and agree to the following:

I have been informed and understand that certain risks may be involved in any swimming program. These risks include musculoskeletal pain, soreness, spinal injuries and cardiopulmonary signs (e.g., elevated heart rate, labored breathing, light-headedness). I understand that swimming and aquatic related activities are responsible for approximately 7,000 deaths annually. Drowning is the second leading cause of accidental death in the United States for individuals aged 0 - 45 years, second only to automobile accidents. Permanent paralysis, brain damage, disabling injuries and/or death can and have resulted from participation in aquatic related activities. **I understand these risks and declare myself to be physically sound and/or to have medical approval from a physician to participate in the aquatics program and use the Goucher aquatic facilities.**

In addition, I agree to the following:

1. **I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Goucher College, its Board of Trustees, officers, servants, agents, employees, representatives, volunteers, successors and assigns (hereinafter "Releasees") from any and all liability, claims, demands, actions, lawsuits, causes of action and/or judgments whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while engaging in Goucher's aquatics programs or using Goucher's aquatics facilities, or while in, or upon the premises where the activities are being conducted, **REGARDLESS WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise and regardless whether such liability arises in tort, contract, strict liability, or otherwise.
2. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES** or otherwise.
3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland and that if any part of this release is determined to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT;** understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

**THIS IS A RELEASE OF LEGAL RIGHTS  
READ AND UNDERSTAND BEFORE SIGNING**

\_\_\_\_\_  
Releasor (print name)

\_\_\_\_\_  
Releasor Signature

Date \_\_\_\_\_