

### Athlete and Non-Employee Travel Waiver of Liability and Hold Harmless

All athletes and guests are required to sign a liability waiver form prior to traveling on a Katy Aquatics Sponsored trip. If an athlete or guest is a minor, a parent or legal guardian must also Sign. Any person who is not a Katy Aquatics employee who will chaperone the trip must also sign a liability waiver form.

Description of Travel Activity:

#### Date(s) of Activity:

# In consideration of being allowed to participate in the travel activity described above, I hereby acknowledge and agree as follows:

- 1. If sully and forever RELEASE, WAIVE and DISCHARGE, and COVENANT NOT TO SUE, Katy Aquatics (including, but not limited to, its officers, employees, and representatives) from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees) from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death) directly or indirectly arising in connection with my participation in the Activity, whether or not foreseeable or contributed to by the negligent acts oromission of Katy Aquatics.
- 2. Ishall be solely responsible and liable for paying all costs and expenses related to my participation in the Activity. Katy Aquatics (i) serves only in a capacity of assisting in making arrangements for services and products to be provided by others in connection with the Activity, and (ii) in no way serves as an agent or representative for these other parties, or accepts any responsibility or liability for their services or products. Such services and products are subject only to the terms and conditions under which they are provided by such other parties.
- 3. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in the Activity, including but not limited to, property damage and loss, bodily injuries, sickness, disease and death. I am in sufficient physical and mental health to participate in the Activity and do not have any physical or mental condition, which could affect my ability to participate in the Activity. I have medical insurance coverage appropriate for my participation in the Activity and have provided evidence of such insurance coverage and emergency contact information to Katy Aquatics. Katy Aquatics shall not provide any insurance for me in connection with my participation in the Activity.
- 4. I shall comply with all applicable laws and all policies of Katy Aquatics, including its alcohol and drug free policies, while participating in the Activity. If my participation in the Activity is at any time deemed detrimental to the Activity, its other participants, or Katy Aquatics, as determined by Katy Aquatics in its sole discretion, I understand that (i) I may be expelled from the Activity without Katy Aquatics incurring any liability, (ii) I may incur liability to Katy Aquatics under this Agreement, and (iii) I may be subject to further disciplinary action by Katy Aquatics.
- 5. This Agreement constitutes the entire agreement, and supersedes, any prior or contemporaneous agreements, understandings and negotiations, regarding the subject matter. This Agreement (i) may not be amended, by course or conduct or otherwise, and (ii) may not be assigned, in whole or in part, except in writing duly executed by Katy Aquatics and me. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any provision of this Agreement is held unenforceable by a court, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.

I have read this Agreement and understand the terms used in it and their legal significance. This agreement has been freely and voluntarily entered into with the understanding that rights to legal recourse against Katy Aquatics are knowingly given up in return for allowing my participation in the travel activity described above.

Participant's Name (Please Print)

Participants' Signature

Date

Signature of Parent or Legal Guardian (required if participant is a minor)



### MEDICAL INFORMATION, NOTIFICATION AND PERMISSION FORM

Name		Birth Date	Gender M or F
Address			
City	State	Zip	
Home Phone	Phone Date of Last Tetanus Shot		
Drug Allergi	ies (✓ none□ or List)		
Medica <u>l Con</u>	dition(s) or Previous S	urgery(s)	
Drug Allergi	ies (✓ none□ or List)		
FAMILY IN	FORMATION		
Parent or Gu	uardian (1) Name	Cell Phone	Work Phone
Parent or Gu	uardian (2) Name	Cell Phone	Work Phone
Emergency	Contact (Required)		Phone
Relationship	o to you		
PHYSICIAN	V/DENTIST/HEALTH	INSURANCE INFO	ORMATION
Family Doct	or		Phone
Family Dent	tist		Phone
Health Insu	rance Carrier		Phone
Policy #			Group

(Parental consent is required before a hospital's emergency department can give medical treatment to a minor. Every effort will be made to contact parents or guardian, but a completed consent form will expedite treatment.) I hereby authorize and consent to the administration of all medical and/or surgical treatment(s) to my child by a licensed physician or hospital in the event I am not available to consult with the attending physician(s), attempts to contact me have been unsuccessful, and the attending physician(s) deem it advisable to proceed with such treatment(s).

Signature of Parent or Legal Guardian (required if participant is a minor)



## **EMERGENCY NOTIFICATION FORM**

In the event that you are involved in an accident or other emergency while participating in a Katy Aquatics sponsored activity; it is very important that we have on file the name(s) of the person(s) you would like to have contacted. We, therefore urge you to complete this form and return it to your Coach.

Name:
Coach:
Primary person to be contacted In case of accident or emergency
Name:
Relationship:
Address:
Phone Number(s):
Primary person to be contacted In case of accident or emergency
Name:
Relationship:
Address:
Phone Number(s):
This Information is confidential and will only be used for the purposes stated above.

Signature

Date

Signature of Parent or Legal Guardian (required if participant is a minor)