

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE GOOD SAMARITAN HOME AQUATIC PROGRAM AND THE GOOD SAMARITAN POOL ("Activity"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

In consideration of my application and permitting me to participate in the Activity, I hereby take action for myself, **my executors, administrators, heirs, next of kin, successors, and assigns as follows:**

- (A) I WAIVE, RELEASE, AND DISCHARGE THE GOOD SAMARITAN HOME OF QUINCY, its directors, officers, employees, volunteers, representatives, and agents from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage or actions of any kind which may hereafter occur to me in any way related to my participation in the Activity.

- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE THE GOOD SAMARITAN HOME OF QUINCY, its directors, officers, employees, volunteers, representatives, and agents from any and all liabilities or claims made as a result of my participation in the Activity caused by negligence of released parties or otherwise.

I acknowledge that the Activity may carry with it the potential for death, serious injury, and/or property loss. The risks include, but are not limited to, those caused by the facilities, condition of participants, equipment, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or others.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity.

I also represent and warrant that I have been advised to seek consultation from my doctor about whether I can safely participate in the Activity and whether there should be precautions or limitations to my participation in the Activity.

I represent to The Good Samaritan Home of Quincy, that neither I, nor anyone I am signing on the behalf of, are registered sex offenders in any legal jurisdiction and that furthermore, I have an affirmative duty to The Good Samaritan Home of Quincy to immediately disclose to The Good Samaritan Home of Quincy any change in registered sex offender status for myself or anyone I am signing for who seeks admittance. For the safety of all concerned, participation in the Activity is denied to known registered sex offenders.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Name

Participant's Signature

Date