LaGuardia Community College
Department of Recreation, Fitness, & Aquatics

Registration / Waiver

1. **Waiver and Release**. In consideration for receiving permission to participate in Fitness, Sport, and/or Aquatic activities ("Program") and to use Program facilities and equipment, I hereby covenant not to sue, and to release and discharge LaGuardia Community College, The City University of New York, The Board of Trustees of The City University of New York, the State of New York, the City of New York and all of their respective officers, servants, agents, or employees (collectively, "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, to me and/or others, or to any property belonging to me and/or others, whether caused by the negligence of the Releasees, or otherwise, while traveling to/from or participating in Program, or while in, on, upon or near Program facilities or equipment.

2. **Indemnity**. 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 Program and use of Program facilities or equipment, whether caused by negligence of Releasees or otherwise.

3. **Assumption of Risk**. I hereby voluntarily elect to participate in Program and use Program facilities and equipment. I am fully aware that my participation in Program and use of Program facilities and equipment involves certain risks and hazards that may result in my illness, personal injury or death.
4. I understand and appreciate the nature of - and voluntarily assume - such risks and hazards.

5. **Medical Disclaimer**. I hereby represent that I am in good health and have no health condition, illness or communicable disease that may make my participation in Program or use of Program facilities and equipment injurious to me or to other participants in Program or users of Program facilities or equipment. I have consulted with my physician and have received approval for my intended use of Program facilities and equipment.

6. It is my express intent that this Release shall bind my heirs, assigns and personal representatives.

7. I hereby agree that this Release shall be construed in accordance with the laws of the State of New York.

8. In signing this Release, I acknowledge and represent that I have read it in its entirety, understand it, and voluntarily sign it as my own free act and deed; that no oral representations, statements, or inducements not contained herein have been made to me by and of the Releasees; that I am at least eighteen (18) years of age and fully competent; and that I execute this Release fully intending to be bound by same.

9. **Make-up & Refund Policy:** There is no refund for this program

CLASS: SWIMMING TEAM **DATE OF BIRTH:** _____

_____ _____ _____
Print Name of Participant (include middle initial) (if under 18 years) **Age** **Name of Parent or Guardian**

_____ _____
Signature (if under 18 years - Parent/Guardian) **Date**

Address: _____ **Phone (H)** _____

_____ **Zip** _____ **Phone (W)** _____

Email address:_____

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name _____ **Phone (H)** _____ **Phone (W)** _____

IF THERE ARE ANY MEDICAL CONDITIONS PLEASE EXPLAIN ON VERSO