



Release of Liability and Indemnification Agreement

Organization: Platinum Aquatics (PLAT)

Programming: Includes, but is not limited to, practices, swim meets, team events, and team functions.

I, the undersigned, certify that I am the parent or legal guardian of the child(ren) registered with Platinum Aquatics. By registering my child(ren) with Platinum Aquatics, a member team of USA Swimming and a participant in Gulf Swimming and South Texas Swimming Local Swimming Committees (LSCs), and acting on behalf of myself, my child(ren), my ward(s), my spouse, and my family (collectively referred to as "Our Family"), we voluntarily agree to participate in the Programming described above.

OUR FAMILY UNDERSTANDS AND ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATION IN THE PROGRAMMING, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, ILLNESS, OR DEATH. These risks may arise from participation in physical activity, exposure to contagious illness, use of equipment and facilities, and risks associated with transportation and third-party services which could result in serious injury or death. Our Family understands that PLAT does not act as an agent for transportation providers or third-party service providers. **We, as the participating family, voluntarily assume all risks related to travel and third-party services, including but not limited to transportation, lodging, and meals.**

We agree that Our Family is physically and mentally able to participate and that we are solely responsible for maintaining appropriate insurance coverage for youth sports participation. Any vehicle used to travel to or from the Programming will be operated by a properly licensed driver and insured in accordance with state law.

In consideration of Our Family's participation in the Programming, we do hereby release, waive, discharge, and hold harmless **Platinum Aquatics (PLAT); USA Swimming; all Local Swimming Committees (LSCs), including but not limited to Gulf Swimming and South Texas Swimming; and their respective officers; directors; coaches; officials; agents; employees; other participants; sponsors; advertisers; and all facilities, facility owners, and event hosts used by Platinum Aquatics (collectively, the "Released Parties")** from any and all liability, claims, causes of action, or damages of any kind resulting from our participation, whether caused by negligence or otherwise.

Our Family further agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses (including

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attorneys' fees) arising out of or in connection with Our Family's participation in the Programming or any actions or omissions during such participation.

Our Family acknowledges that the Released Parties do not provide medical or health insurance, and we accept full financial responsibility for any medical expenses incurred as a result of participation in the Programming.

Participation is voluntary, and Our Family has not been coerced or compelled to participate.

Waiver of Subrogation

Our Family waives any right of recovery or subrogation against the Released Parties, including but not limited to any rights Our Family's insurance carriers may have to pursue claims against the Released Parties for injuries, damages, or losses incurred during or arising from participation in the Programming.

This Agreement shall be governed by the laws of the State of Texas. If any provision is found to be illegal or unenforceable, the remainder shall continue in full force and effect. This Agreement is intended to be as broad and inclusive as permitted by Texas law. Any disputes shall be resolved exclusively in the State of Texas.