GULLIVER SCHOOLS PARTICIPATION MANDATORY WAIVER AND RELEASE

Date(s) of Event: ongoing participation in swim club: September 1, 2016 to August 31, 2017

Student/Participant Name (print) Last: _____ First: _____

Grade _____ School _____

Gulliver Swim Club, GULLIVER MASTERS SWIM CLUB, RIPTIDES WATER POLO CLUB, USA Swimming Association, USA MASTER'S SWIMMING ASSOCIATION, AND USA WATER POLO ASSOCIATION Member Club

IN CONSIDERATION OF (print name of participant on this line) _____ (the "Participant") being allowed to participate in the activity and/or event described on Schedule 1 (which is incorporated by reference herein) (the "Event") and understanding and acknowledging that Gulliver Schools, Inc. (the "School") is a non-profit, educational corporation, we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves, our child and our respective spouses, ex-spouses, other family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the "Releasors"), do hereby waive, release and discharge, and covenant not to sue, the School, School Management Systems, Inc. and all of their respective officers, directors, trustees, shareholders, members, managers, partners, employees, members, staff, volunteers and supervisors and their successors and assigns (collectively, the "Releasees") from any and all liability and/or claims for illness, personal or bodily injuries, disability, death and/or damages that may arise directly or indirectly as a result of Participant's participation in the Event, including, without limitation, any rights, claims, causes of action, suits, liabilities, simple negligence, property damage, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, reasonably related to the Event, including transportation to and from the event, and whether caused by the sole or joint simple negligence or tortious act or omission of the Releasees or any of them (collectively, the "Claims"). Notwithstanding any provision herein to the contrary, the gross negligence and/or willful misconduct of the Releasees is expressly excluded from the scope and application of this Waiver and Release. The Releasors hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule or common law which may limit the scope of this Waiver and Release.

IN THE EVENT THAT THIS WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE OR VOID, IN WHOLE OR IN PART, FOR ANY REASON, THEN THE RELEASORS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE RELEASEES' AGGREGATE LIABILITY TO RELEASORS EXCEED ANY APPLICABLE LIMITS OF ANY INSURANCE COVERAGE MAINTAINED BY ANY OF THE RELEASEES, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IN NO EVENT SHALL RELEASEES, OR ANY OF THEM BE LIABLE TO ANY OF RELEASORS FOR PUNITIVE DAMAGES OR LOST EARNINGS, LOST REVENUES OR LOSS OF CONSORTIUM OR COMPANIONSHIP.

Not withstanding any provision herein to the contrary, this Waiver and Release does not release, is not intended to release and does not in any way apply or relate to the release and/or discharge of any claims Releasors may have against any person and/or party other than Releasees.

The Releasors are aware of, and understand fully, the potential risks involved in connection with the Event and that serious injury and death may occur. Releasors assume and accept such risks which may flow from simple negligence, or tortious acts or omissions. They specifically do not assume or accept any such risks attributable to the gross negligence or willful misconduct of the Releasees.

By their execution below, understanding that the Releasees are relying on this Waiver and Release in allowing Participant to participate in the Event, the Releasors hereby represent and warrant to the Releasees, that to the best of Releasors' knowledge, information and belief: (i) Participant's custodial parents and/or legal guardian(s), as applicable, have signed this Release and Waiver; and (ii) Participant has no medical condition (physical or mental) which could impact on the ability of the Releasees to allow Participant to participate in the Event and that the Participant is physically able to participate in the Event except as otherwise set forth on Schedule 1 hereto, and (iii) the Participant has provided to the School all information regarding any herbal or medical supplement or prescription that could impact Participant's participation in the Event on Schedule 1 hereto.

Furthermore, the Releasors acknowledge that the Releasors have received the opportunity (and been strongly encouraged) to review this Release and Waiver, that the Releasors have carefully read and fully understand the contents of this Release and Waiver and have asked and received answers to all questions he/she/they may have, and that the Releasors have duly executed this Release and Waiver freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this General Release and Waiver this _____ day of _____, 20____

Parent(s) and/or Legal Guardian(s); (MUST be signed by custodial parents and/or All Legal Guardians)

By:_____ **By:**_____

Print Name: _____ **Print Name:**_____

Participant's Name: _____

Participant's Address/Emergency Phone No.

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_____

SCHEDULE 1: EVENT

I understand that my child will be participating in the Gulliver Swim Club, or, that I will be participating in the Gulliver Masters Swim Club, or, that I will be participating in the Gulliver Riptide Water Polo Club, which include, without limitation, practices, games (both at Gulliver and at other sites), transportation to and from practice and game sites, awards ceremonies and related activities. The Gulliver Swim Club, a USA Swimming Association Member Club; the Gulliver Masters Swim Club, a member of the US Masters Association; the Gulliver Riptide Water Polo Club, a member of the US Water Polo Association; are sponsored by Gulliver, but Gulliver accepts no responsibility for event sites other than Gulliver, or participants in other USA Swimming Association member clubs.I understand that Gulliver may not be providing transportation to and from all club associated events and that in those situations, I will be responsible for providing transportation for myself and/or my child. I understand and agree that Gulliver cannot assume liability for drivers driving non-Gulliver-owned vehicles. I understand that participants in this event will be in open water and hereby attest that my child has (or I have) the aquatic skills necessary to be in open water over his/her/my head.

I understand and agree to abide by the FHSAA non-recruitment policy as it relates to athletic club memberships. Policy 22.4 from the Bylaws of the Florida High School Athletic Association,Inc.2011-12 Edition is listed below. To review the entire FHSAA Bylaws go to www.fhsaa.org. "*Participation by a student in non-school athletics (i.e. AAU, American Legion, club settings, etc.) that is affiliated with any school other than the school which the student attends, or attended the prior year, followed by enrollment by that student in the affiliated school, shall be considered prima facie evidence of recruiting by the school to which that student enrolled, or that the student enrolled in that school in whole or in part for athletic reasons. Unless this prima facie evidence of recruiting or that the student enrolled in the new school in whole or in part for athletic reasons is disproved by the school and student to the satisfaction of the Executive Director, the student shall be ineligible to represent that school in interscholastic athletic competition for a period of 365 consecutive days from the date of his/her enrollment in that school. A team affiliated with a school is one that is organized by and/or coached by any member of the coaching staff at, or any other person affiliated with, that school; and/or on which the majority of the members of the team (participants in practice and/or competition) are students who attend that school (Bylaw 9.2.4.1).*"

MEDICAL CONDITION/MEDICATION[1]

1. Please describe any pertinent medical condition or other similar facts that could have an impact on Participant's ability to engage in the Event:

_____

_____

2. Please list any herbal or medical supplements or prescription(s) which could have an impact on Participant's ability to engage in the Event:

_____

_____

[1] Information on this Schedule will be treated as confidential and will not be publicly disclosed except for purposes of providing emergency medical treatment, if required by Participant.