DONNER SWIM CLUB

PARTICIPATION WAIVER & EMERGENCY MEDICAL AUTHORIZATION

Membership Year: September 1, 2026 through August 31, 2027

Participation in competitive swimming and related athletic activities involves inherent risks. This agreement describes those risks, establishes the terms under which an athlete participates in Donner Swim Club activities, and authorizes appropriate emergency medical response when necessary.

1. Voluntary Participation and Assumption of Risk

I understand that participation in Donner Swim Club practices, competitions, dryland training, strength and conditioning activities, clinics, evaluations, team events, and other Club-sponsored activities involves inherent and other risks.

These risks may include, but are not limited to:

- drowning or near-drowning;
- slips, trips, or falls on wet or uneven surfaces;
- injuries associated with diving, racing starts, turns, underwater swimming, and contact with pool walls, lane lines, starting blocks, equipment, or other participants;
- muscle, tendon, ligament, joint, bone, head, neck, or spinal injuries;
- overexertion, dehydration, heat-related illness, or other reactions to physical activity;
- illness or exposure to communicable disease;
- injuries associated with dryland, strength training, resistance equipment, or other training activities; and
- unexpected medical events, including loss of consciousness, concussions, cardiac events, or other medical emergencies.

I understand that serious injury, permanent disability, or death may occur despite reasonable coaching, supervision, rules, training, and safety precautions.

I knowingly and voluntarily assume the risks associated with my child's participation in Donner Swim Club activities.

2. Release and Waiver of Liability

To the fullest extent permitted by Indiana law, I, individually and on behalf of my minor child, our heirs, personal representatives, and assigns, release and discharge Donner Swim Club, Inc. and its directors, officers, employees, coaches, assistant coaches, volunteers, agents, and representatives ("Released Parties") from claims arising from injury, illness, death, or property damage sustained in connection with my child's participation in Donner Swim Club activities.

THIS RELEASE IS INTENDED TO INCLUDE CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF DONNER SWIM CLUB OR THE RELEASED PARTIES, TO THE FULLEST EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED UNDER INDIANA LAW.

This agreement does not release or waive any claim that cannot lawfully be released or waived.

3. Indemnification

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from claims, liabilities, losses, damages, or expenses arising from or related to my child's acts or conduct while participating in Donner Swim Club activities.

This provision does not require indemnification for conduct to the extent such indemnification is prohibited by applicable law.

4. Athlete Health and Participation

I certify that, to the best of my knowledge, my child is physically able to participate in the activities for which they are registered, except for any condition or restriction that I have **disclosed in writing to Donner Swim Club**. I agree to promptly update Donner Swim Club in writing if any relevant medical condition, injury, medication, or participation restriction changes during the membership year.

I understand that I am responsible for providing accurate and current information regarding medical conditions, allergies, medications, injuries, disabilities, activity restrictions, or other circumstances that may materially affect my child's safe participation or emergency care.

I agree to notify Donner Swim Club when material health information or participation restrictions change during the membership year.

Donner Swim Club may restrict an athlete's participation when reasonably necessary for athlete safety or when required by medical instructions, facility rules, Club policy, USA Swimming requirements, or applicable law.

5. Emergency Medical Authorization

If my child becomes injured or ill while participating in a Donner Swim Club activity, I authorize Donner Swim Club coaches, employees, volunteers, or representatives to take reasonable emergency action, including:

- providing first aid, CPR, AED response, or other emergency assistance consistent with their training;
- contacting emergency medical services;
- providing emergency responders with relevant medical or emergency-contact information available to Donner Swim Club;
- arranging emergency transportation when reasonably necessary; and
- taking reasonable steps to obtain emergency medical evaluation or treatment when I or another designated emergency contact cannot reasonably be reached.

I authorize licensed physicians, emergency medical personnel, hospitals, and other qualified healthcare providers to provide emergency evaluation and treatment when, in their professional judgment, treatment is reasonably necessary and delaying treatment to obtain parental consent could place my child at additional risk.

I understand that Donner Swim Club personnel are not acting as medical providers and cannot guarantee the availability, nature, or outcome of medical care.

6. Medical Expenses and Insurance

I accept financial responsibility for medical expenses associated with my child's illness or injury except to the extent those expenses are payable through applicable insurance or another legally responsible party.

I understand that any insurance coverage potentially available through Donner Swim Club, USA Swimming, or another organization is governed by the applicable insurance policy and is not guaranteed by this agreement.

7. Scope of Agreement

This agreement applies to Donner Swim Club practices, competitions, dryland or strength and conditioning sessions, clinics, evaluations, tryouts, team functions, and other activities officially organized, supervised, or sponsored by Donner Swim Club during the applicable membership year.

This agreement does **not** replace any separate consent that may be required for team transportation, overnight travel, lodging, or another activity requiring specific authorization under Donner Swim Club policy, USA Swimming requirements, or the Minor Athlete Abuse Prevention Policy (MAAPP).

8. Severability and Governing Law

If any provision of this agreement is determined to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will continue in effect.

This agreement will be interpreted under the laws of the State of Indiana except where controlling federal law or governing-body requirements apply.

9. Parent/Guardian Acknowledgment

By electronically signing this agreement, I certify that:

- I am the parent or legal guardian of the athlete being registered and have authority to enter into this agreement;
- I have read and understand this agreement;
- I understand that athletic participation involves the risk of serious injury, disability, or death;
- I voluntarily assume the risks described above on behalf of my child;
- I understand that this agreement contains a release of certain legal claims, including certain claims arising from ordinary negligence to the fullest extent permitted by Indiana law;
- I authorize emergency medical response and treatment as described above; and
- I voluntarily agree to be bound by these terms.

COMMIT ELECTRONIC ACKNOWLEDGMENT

I certify that I have read and voluntarily agree to the 2026–2027 Donner Swim Club Participation Waiver & Emergency Medical Authorization. I understand that participation involves risks of serious injury, disability, or death and that this agreement contains a release of certain legal claims, including certain claims arising from ordinary negligence to the fullest extent permitted by law. I also authorize emergency medical response and treatment as described in the agreement. I understand that entering my full legal name constitutes my electronic signature and my agreement to be bound by these terms.

Required response: Parent/Legal Guardian Full Legal Name