

## WAIVER of LIABILITY

This Waiver of Liability ("Waiver") is by and between (1) **McAllen Swim Club, Inc.**, a Texas corporation (hereinafter "Club"), by and behalf of itself, the City of McAllen, McAllen Independent School District, USA Swimming, and South Texas Swimming (collectively "First Partys") and (2) \_\_\_\_\_ ("Minor's Legal Guardian"), by and behalf of itself and Minor, and \_\_\_\_\_ ("Minor," collectively hereinafter "Second Partys").

WHEREAS, **Second Partys** desires to use services of the **Club**;

WHEREAS, **First Partys**, has agreed to permit **Second Partys** to use services of the McAllen Swim Club;

WHEREAS, **Second Partys** wishes to fully release **First Partys** for all claims of liability he/she may have or will have against **First Partys** arising out of use of **Club's** services and facilities;

NOW, THEREFORE, in consideration of and in reliance upon the recitals, promises, covenants, understandings and obligations hereinbefore and hereinafter set forth, the parties to this Waiver mutually agree as follows:

1. Second Partys STATUS and DURATION. Second Partys intends this Waiver of Liability to cover any time the Second Partys may use Club's services, whether authorized or unauthorized.
2. Waiver AND DISCHARGE:

**SECOND PARTYS AGREES TO FULLY RELEASE AND DISCHARGE FIRST PARTYS FROM ALL CLAIMS PAST, PRESENT, AND FUTURE ARISING OUT OF HIS OR HER TIME AS SOMEONE USING, EITHER WITH PERMISSION OR WITHOUT PERMISSION, CLUB'S SERVICES AND FULLY AND COMPLETELY DISCHARGES ANY CLAIMS THAT COULD BE ASSERTED AGAINST FIRST PARTYS AS A RESULT OF ANY BREACH, DEFAULT IN PERFORMANCE, OR NEGLIGENCE OF FIRST PARTYS. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS WAIVER IS EXECUTED AS A REQUIREMENT TO USE ANY SERVICE OFFERED BY CLUB, ITS AFFILIATES, AND ASSIGNS AND THAT ANY CONSIDERATION CONTEMPLATED HEREIN IS NOT IN ANY MANNER TO BE CONSTRUED AS AN ADMISSION OF LIABILITY ON THE PART OF FIRST PARTYS. (SECOND PARTYS'S INITIALS\_\_\_\_\_)**

**THIS WAIVER SHALL APPLY TO ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AGAINST ANY PARTY TO THIS AGREEMENT. SECOND PARTYS COMPLETELY RELEASES AND FOREVER DISCHARGES FIRST PARTYS FROM ANY OR ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, LOSS OF SERVICE, EXPENSES AND COMPENSATION WHATSOEVER, INCLUDING COURT COSTS, LEGAL EXPENSES AND ATTORNEYS' FEES WHICH THE UNDERSIGNED NOW HAS OR HAD OR WHICH MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF ANY AND ALL**

KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN DAMAGE OR ANY OTHER CONSEQUENCES RESULTING FROM ANY SECOND PARTYS SERVICE OR ANY OTHER ACTIVITY AT OR BY THE CLUB. (SECOND PARTYS'S INITIALS\_\_\_\_\_)

3. ARMS LENGTH TRANSACTION: This Waiver is the product of an arms length negotiation that allows **Club** to offer its facilities or services to **Second Partys** and permits **Second Partys** to use services or facilities offered by **Club**.
4. MERGER OF AGREEMENT: This Agreement is an integrated agreement and contains the entire agreement regarding waiver of liability between the signatories hereto. No representations, warranties or promises have been made or relied on by any signatory, hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to the matters contained herein.
5. NO RIGHTS CONFERRED UPON NON-PARTY: This Agreement is intended to confer rights and benefits only on the signatories hereto, and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than the signatories hereto shall have any legally enforceable right under this Agreement. All rights of action for any breach of this Agreement are hereby reserved to the signatories hereto.
6. REPRESENTATIONS OF THE PARTIES: The parties represent and warrant that they have read this Agreement and know the contents hereof, that the terms hereof are contractual and not by way of recital, and that they have signed this Agreement of their own free act.
7. BINDING NATURE OF TERMS AND REPRESENTATION OF THE PARTIES: Each of the terms of this Agreement is binding upon each of the signatories hereto, their respective predecessors, successors, transferors, assigns, representatives, principals, agents, officers, directors and employees.
8. GOVERNING LAW: This Agreement is governed by the laws of the State of Texas.
9. VENUE: Venue shall be in Hidalgo County, Texas.
10. AGREEMENT TO ARBITRATION: **The parties agree that any and all disputes arising out of their transactions or relationship will be submitted to arbitration. Any party may submit a dispute to arbitration, except as otherwise indicated in the agreement or otherwise agreed to in writing by the parties.**

[signature page follows]







**SIGNATURE PAGE**  
**FOR**  
**WAIVER OF LIABILITY**  
**AGAINST**

**McAllen Swim Club, Inc., a Texas corporation, the City of McAllen, McAllen Independent School District, USA Swimming, and South Texas Swimming**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

**Minor's Legal Guardian:**

\_\_\_\_\_  
By:  
By and behalf of itself and Minor:\_\_\_\_\_