

**AQUATIC FACILITY USER RELEASE AND  
INDEMNIFICATION AGREEMENT  
-- READ BEFORE SIGNING --**

I certify that I am freely volunteering to participate in certain pool and swimming activities (“aquatic activities”) at the Civic Center pool complex located at 23 Russell Boulevard, Davis, California 95616, the Community Park pool complex located at 203 E. Fourteenth Street, Davis, California 95616, the Manor pool located at 1525 Tulip Lane, Davis, California 95618, and/or the Arroyo pool located at 2000 Shasta Drive, Davis, California 95616.

I understand that “participation” in the aquatic activities may include preparing for, traveling to, receiving instruction in, and engaging in the aquatic activities inside and outside of the water at a pool complex. I further certify that I am in good health and have no physical or other impediment, which would endanger me while participating in the aquatic activities.

In consideration for being allowed to participate in the aquatic activities, and its related events and activities, and use of facilities, I, the undersigned, acknowledge, appreciate, and agree that:

1. **Acknowledgement of Risks.** I understand that preparing for, traveling to, receiving instruction in, using pool-related facilities and engaging in the aquatic activities are or may be dangerous and will or may involve risks of injury, loss, or damage to myself and/or any minor children for which I am responsible. I further acknowledge that such risks may include, without limitation, bodily injury, personal injury, sickness, disease, infection, death, and property loss or damage, arising from the following circumstances, among others: pool and swimming activities (lap swimming, competitive swimming, diving, synchronized swimming, water polo, recreational swimming, etc.), the coronavirus disease (“COVID-19”), and the severe acute respiratory syndrome coronavirus 2 (“SARS-CoV-2”) and any other similarly related or unrelated infections and/or diseases. Further, I understand that aquatic activities take place in the immediate presence of other people inside and outside of the water and in the areas/facilities that are commonly known as the public swimming pool complexes owned by the City of Davis. I understand the dangers and risks associated with participation in the aquatic activities, being in the presence of other people, and the need for safety precautions.
2. **Express Assumption of Risk and Responsibility.** *I knowingly, voluntarily and freely assume all such risks, whether foreseen or unforeseen in participation in the aquatic activities, even if arising from the negligence of the City of Davis or others, and assume full responsibility for my participation, including, without limitation, any minor children for which I am responsible, for bodily injuries, accidents, illnesses, loss of personal property and expenses thereof.*
3. **Compliance with Terms and Conditions.** I willingly agree to comply with the stated and customary terms and conditions for participation in the aquatic activities as set forth in any applicable Co-Sponsored Aquatic Facility Use Agreement. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Aquatic Organization under the Co-Sponsored Aquatic Facility Use Agreement or a City staff member, as appropriate.
4. **Release.** In consideration for the right to participate in the aquatic activities, I, including, without limitation, any minor child for which I am responsible, and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, hereby *release, indemnify, and hold harmless* the City of Davis (its City Council and each member thereof), their officers, officials, agents, volunteers, and employees (“Releases”) *with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law.*

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**I HAVE READ THIS RELEASE AND INDEMNIFICATION AGREEMENT,  
FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE  
GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT  
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her/their release, as provided above, of all Releases, and for myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement in the aquatic activities as provided above, whether arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law.

Parent/Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contacts other than Parent/Guardian:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_