

# Windy City Diving Team, Inc.

## GENERAL RELEASE AND WAIVER OF LIABILITY

The undersigned, in consideration of being allowed to participate in an amateur diving program developed and conducted by Susan Bromberg and Donna O'Brien on behalf of Windy City Diving Team, Inc. ("WCDT"), receiving coaching and participating in diving activities and related events, hereby agrees as follows:

1. Prior to participating, the participant will inspect the facilities and the equipment to be used. In the event that a participant is a minor, the parent (s) or legal guardian(s) shall instruct the minor participant to inspect the facilities and the equipment to be used. If the participant believes that anything is unsafe, the participant shall immediately advise his or her coach or supervisor of such conditions and the participant shall refuse to participate until such unsafe condition shall be remedied.
2. The participant acknowledges and fully understands that each participant shall be engaging in activities that involve risk of serious injury , including physical disfigurement, mental anguish, permanent disability (partial or total), severe social and economic losses and even death (the "Risks") which may result from not only their own actions, non-actions or negligence, but from the actions, non-actions or negligence of others, the rules of play, the conditions of the premises or any equipment being used. Participant further acknowledges and fully understands that there may be other risks not known or reasonably foreseeable to WCDT, its coaches, organizers, employees or agents.
3. Participant assumes all of the Risks associated with participation in the WCDT amateur diving program, whether such risks are foreseeable or unforeseeable, and accepts personal responsibility for any injury, disability or even death, resulting in whole or in part for their participation in the WCDT amateur diving program.
4. Participant releases, waives, covenants and discharges WCDT, its officers, directors, shareholders, coaches, other employees, sponsoring agencies, sponsor, advertisers, lessors of any premises used to conduct an event or instruction (collectively "Releasees") from any and all present and future claims, rights, demands, controversies, damages, actions, causes of action., and/or liability of every nature and kind whatsoever, either in law or in equity, ("Claims") which the undersigned may have against the Releasees for Claims caused or alleged to be caused in whole or in part by the actions, inactions or negligence of the Releasees.
5. The undersigned fully understands that the participant may suffer injuries or damages that are currently unknown and that unknown complications may arise, develop or be discovered in the future. The undersigned hereby waives any right to assert in the future unknown Claims even though, if such claims were known, such knowledge could materially affect the terms of this Release. The undersigned represents that they have fully read all of the terms and conditions hereof and that all of such terms and conditions are fully understood and agreed to by the parties. Further, the undersigned warrants, represents and agrees that they are not relying on the advice of WCDT, , its officers, directors, shareholders, coaches, other employees as to the legal or other consequences arising out of this Release.
6. This Release shall be construed in accordance with the laws of the State of Illinois and shall be binding upon and inured to the benefit of the respective parties, their successors and assigns.
7. The Participant shall notify WCDT at least 30 days prior to their cessation of participation with WCDT to be effective ("Effective Date")and hereby agrees to pay all monthly dues and other charges for any period prior to the Effective Date.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE RELINQUISHED SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

_____	_____	Date: _____
Athlete Signature	Athlete Printed Name	
<i>If athlete is under 18 years of age, a parent or legal guardian must also sign</i>		
_____	_____	Date: _____
Parent/Guardian Signature	Parent/Guardian Printed Name	