

SWIM 24CHALLENGE WAIVER AND RELEASE OF LIABILITY

For and in consideration of the participation in the Swim 24Challenge organized by Enduragive, the Prevent Drowning Foundation of San Diego ("The Foundation"), and the Boys and Girls Clubs of San Dieguito, I acknowledge and agree that:

1. Enduragive, the Foundation, and the Boys and Girls Clubs of San Dieguito do not maintain health insurance for injuries to the participants that may arise out of involvement in the Swim 24Challenge.
2. My child and I [we], or I as an individual participant in the Swim 24Challenge, realize that participation in all Swim 24Challenge activities and events are voluntary and as such voluntarily enroll him or her or myself in accordance with and subject to the terms set forth in this Waiver and Release of Liability.
3. My child's participation or my participation in the Swim 24Challenge presents risks of bodily injury, dismemberment, death, and other loss including damage to property.
4. I [We] knowingly and freely assume all risk of my child's participation or my participation in the Swim 24Challenge.
5. The parent[s]/legal guardian[s] do release or the individual participant does release, hold harmless and promise not to sue Enduragive, its directors, officers, agents, employees; or the Foundation, its directors, officers, agents, employees; or other participants; or the Boys and Girls Clubs of San Dieguito, with respect to any and all such injury, dismemberment, property damage, death or loss.
6. I [We] will inform my child that he/she, or as an individual I, must follow all Swim 24Challenge rules, and will follow all safety rules as well as any other rules or directions given during participation in the Swim 24Challenge.
7. Enduragive, the Foundation, and the Boys and Girls Clubs of San Dieguito shall not be responsible or held accountable for any participant;s safety during the Swim 24Challenge.

RELEASE FOR PERSONAL LIKENESS

I understand that Enduragive and the Foundation, and/or those authorized by Enduragive and the Foundation, will be (i) taking photographs, (ii) making audio recordings and (iii) video recordings of the Swim 24Challenge and its related events. I hereby irrevocably consent to and grant Enduragive and the Foundation, and/or anyone authorized by Enduragive and the Foundation, the exclusive right to the ownership and use of any and all (i) photographs, (ii) audio recordings and/or (iii) video recordings from the Swim 24Challenge containing my image or likeness, for any lawful purpose whatsoever in connection with Enduragive and the Foundation, and its related events. This is to certify that I am at least 18 years old, and am signing up on behalf of myself or a minor for which I am a legal guardian. This is to certify that as a parent/guardian of this participant, I do consent to his/her waiver and release as set forth above. Or: This is to certify that as an individual participant, I do consent to the waiver and release as set forth above.

AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR

In accordance with California Family Code Section 6910, I [we] give authorization to a physician or surgeon, licensed under the provisions of the Medical Practice Act, for (the under 18 registered person/child) to receive care and/or emergency medical treatment when necessary. I [We] understand and agree that any expenditure incurred for the care and transportation of the minor is my responsibility.

Signed:

Participant

Date

Parent or Guardian (if Participant is under 18)