

University of Pennsylvania – Agreement and Release for We Can Swim, Make-A-Splash

In return for participating in the {We Can Swim, Make-A-Splash Program}, being held at the Pottruck Health and Fitness Center of the University of Pennsylvania, and specifically the Sheerr Pool, on {Saturdays March 21st to May 2nd 2015} and understanding that there are certain risks in connection with such activity, and intending to be legally bound hereby, the under-signed, for himself/herself, as well as the minor child {identify activity participant}, hereby agrees to:

Release, waive, discharge and agree not to sue the Trustees of the University of Pennsylvania, and all its successors, assigns, affiliates, officers, directors, employees, and agents (“Penn”) from all manner of actions and causes of action, suits, debts, accounts, judgements, claims and demands whatsoever in law or equity, and attorney’s fees, including all claims arising out of any incidents involving personal injury in any way by reason of participation in the {We can Swim, Make-A-Splash Program};

Assume any and all risks arising from participation in the voluntary activity named above, including without limitation, the risks of bodily injury or property damage, the unavailability of emergency medical care or the negligent or the deliberate act of another person.

Indemnify, defend and hold the Trustees of the University of Pennsylvania, its directors, officers, employees and agents harmless from any and all claims, causes of action, damages, judgements, costs or expenses that arise out of or relate to the negligent or intentional act of omission of the undersigned.

The undersigned expressly acknowledges that he/she has read and understands this Agreement and Release and signs it freely and voluntarily.