

Waiver and Release

The parties to this agreement are Peter Lambert, the Los Angeles Tennis Club and the individual(s) As forth below, if adults, or as approved as participant(s)" by virtue of their respective parent(s) and or adult guardian(s) signing on behalf of such minors.

This agreement is contractual and not a mere recital. It has legal significance and importance, and affects the rights and liabilities of the parties hereto, as adults and/or minors

It is understood and agreed that PARTICIPANT has made a wholly independent decision to engage in the physical exertion required of anyone engaging in the activity of exercise. It is understood and agreed upon that Peter Lambert and the Hancock Park Swim Club (HPSC) has installed and maintains the conventional safety equipment usually utilized in a swimming area. No PARTICIPANT will be required to engage in any form of physical activity except upon the independent decision of the PARTICIPANT.

No medical examination or other physical limitations will be assessed by Peter Lambert. Only PARTICIPANT makes the determination that Participant is sufficiently physically capable to engage in the sport of swimming. PARTICIPANT assumes any and all risks of injuries whether they are minor or permanent. PARTICIPANT may cease physical activity at any time. This is not a decision of Peter Lambert.

PARTICIPANT irrevocably releases Peter Lambert and the HPSC from any and all liability that is directly or indirectly associated with skill instruction, use of any equipment on the premises whether or not such use of the facilities or its equipment results in any physical injury to the PARTICIPANT.

PARTICIPANT assumes all risks of loss, risks of injury, financial liability for medical treatment of other expense of whatsoever nature or extent. PARTICIPANT engages in any of the physical activities solely based upon the sole determination and decision to do so of PARTICIPANT (or the parent or guardian of same).

PARTICIPANT recognizes and understands, and agrees that Peter Lambert and the HPSC shall not be held liable or responsible, in any manner, as a result of any injury or damage that results to PARTICIPANT in as much as PARTICIPANT expressly agrees that injuries and damages can occur even in the exercise of reasonable care because, simply "accidents can happen" and accidents are not the fault of Peter Lambert but the fault of PARTICIPANT participating in physically demanding exercise.

THE FOREGOING IS AGREED TO AND UNDERSTOOD. EXECUTION HEREOF ACKNOWLEDGES THAT PARTICIPANT/PARENT/GUARDIAN HAVE READ AND UNDERSTOOD ALL OF THE FOREGOING AND HAVE RECEIVED A DUPLICATE COPY HEREOF.

Name _____ Address _____

Zip _____ Phone _____ Phone _____

Email address _____ Birthdate _____

Parent/Guardian: _____ Date: _____