

## Release of Liability for Swimming at H.O.P.E. Haven

In exchange for participation in the activity of swimming in the pool while at the H.O.P.E. Haven, organized by Help for Oncology Problems and Emotional Support, (hereinafter "H.O.P.E."), of 13275 Blymire Hollow Road, Stewartstown, PA 17363 and or use of the property, facilities and services of H.O.P.E, I agree for myself and (if applicable) for the members of my family, to the following:

- 1 **Agreement to Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow oral instructions and directions given by H.O.P.E., or the employees, representatives or agents of H.O.P.E.
- 2 **Assumption of Risk Release.** I recognize that there are certain inherent risks associated with the above describe activity and I assume full responsibility for personal injury to myself and (if applicable) my family members and further release and discharge H.O.P.E. its members, officers, directors, employees, and volunteers, for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of the H.O.P.E., whether caused by the fault of myself, my family, H.O.P.E. or other third parties.
- 3 **Indemnification.** I agree to indemnify and defend H.O.P.E. its members, officers, directors, employees, and volunteers, against all claims, causes of action, damages, judgements, cost or expenses, including attorney fees and other litigation cost, which may in any way arise from my or my family's use of or presence upon the H.O.P.E. property.
- 4 **Fees.** I agree to pay for all damages to the facilities of H.O.P.E. caused by any negligent, reckless. Or willful actions by me or my family.
- 5 **Consent.** I, \_\_\_\_\_ of (address) \_\_\_\_\_

\_\_\_\_\_ consent to the participation of my children, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ in the activity of swimming in the pool while staying at the H.O.P.E., and agree on behalf of the above minors to all of the terms and conditions of this Release of Liability. By signing this Release of Liability, I represent that I have legal authority over and custody of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

**6 Medical Authorization.** In the event of an injury to the above minors during the above-described activities, I give my permission to H.O.P.E. or the employees, representatives, or agents of H.O.P.E. to arrange for all necessary medical treatment for which I shall be financially responsible. The temporary authority will begin when arriving at the Haven and end on the departure of the guest.

- a. The power to seek appropriate medical treatment or attention on the behalf of my child as may be required by the circumstances, including without limitation, that a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation.

**7 Emergency Contact.** In case of an emergency, please call \_\_\_\_\_, (Relationship) \_\_\_\_\_, or in the evening call \_\_\_\_\_.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

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