

Important Pool Information

The Harvard Parks and Recreation Department, "the Department," is committed to providing a safe aquatic facility and programs, and holds the safety of participants in high regard. The Department continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participant's safety. However, participants and parents/guardians of minors engaged in aquatic activities must recognize that there is an inherent risk of injury.

You are solely responsible for determining if you or your minor child/ward is physically fit and/or adequately skilled for the activities associated with this pool pass. It is always advisable, especially if the participant is pregnant, disabled in any way, or recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical/aquatic activity.

Please understand and recognize that lifeguards are not responsible for providing supervision or assessing your swimming skills or that of your minor child; rather, lifeguards are responsible for enforcing safety rules and responding to emergencies. Adult pool pass holders and parents of minor pool pass holders are solely responsible for supervision of any and all activities contemplated by this agreement. Additionally, children 10 years of age and younger must be supervised at all times by a responsible person, 16 years of age or older.

Warning of Risk

Swimming and other aquatic activities challenge and engage the physical, mental, and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury, including but not limited to drowning, head/brain injury, and spinal cord injury. Understandably, not all hazards and dangers can be foreseen. The very nature of swimming and aquatic activities are hazardous and risky, including but not limited to fatigue and overexertion, poor swimming skills, failing to avoid dangerous areas, failing to follow rules and regulations, failure of lifeguards to locate victims and/or delay in emergency response time, horseplay, diving or cannon-balling into shallow water and striking the bottom or side of the pool or waterslide, inadequate supervision or instruction, lack of conditioning, becoming disoriented, striking other swimmers, striking one's head on the bottom, slip and falls on the deck or within the locker facility, chemical exposure, and all other circumstances inherent to aquatic activities. In this regard, it must be recognized that it is impossible for the Department to guarantee absolute safety.

Waiver and Release of All Claims and Assumption of Risk

Please read this form carefully and be aware that in consideration for this pool pass, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with use of the Department aquatic facility and programs.

I recognize and acknowledge that there are certain inherent risks of physical injury to patrons of aquatic facilities, and I voluntarily agree to assume the full risk of any injuries, damages, or loss, regardless of severity that my minor child/ward or I may sustain as a result of participating in any and all activities and programs connected with or associated with this pool pass. I further recognize and agree that lifeguards and other aquatic staff are not responsible for supervising my activities or the activities of my minor child(ren) and I agree that I am solely responsible for supervising my minor child(ren) and/or assessing whether my children are physically fit and/or adequately skilled for aquatic activities. I additionally agree to supervise any children ages 10 and under at all times.

I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of use of the Department's aquatic facility and programs against the Department, including its officials, agents, volunteers, and employees (hereinafter collectively referred as "Department.")

I do hereby fully release and forever discharge the Department from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with use of the Department's aquatic facility and programs.

Harvard Parks and Recreation Department Photo Release

I understand that my child/ward or I may be photographed or videotaped while participating in a Harvard Parks and Recreation Department program or special event. I give my permission for photos and videos of my child/ward or myself to be used to promote the Harvard Parks and Recreation Department. Such photos and videos will remain the property of the Harvard Parks and Recreation Department.

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I have read and fully understand the above important information, warning of risk, assumption of risk, and waiver and release of all claims. If registering online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Signature of Parent/Guardian or Adult Participant

Date

Waiver is required. For insurance purposes, Department programs and activities require a signed waiver. Patrons WILL NOT be able to participate in classes or programs if the waiver is not signed.