

BOROUGH OF CAPE MAY POINT, NJ

LIFEGUARD WAIVER AND RELEASE OF LIABILITY

In consideration of permitting the Lifeguard Applicant/Trainee (hereinafter "Releasor") to participate in the Lifeguard training and testing with the Municipality (hereinafter "Releasee"), the Releasor hereby agrees to and acknowledges the following:

- 1) The Lifeguard training and testing can be strenuous, and may subject Releasor to the risk of serious bodily injury. The Releasor has been required to obtain a physical examination from a licensed physician certifying that the Releasor is medically fit to participate in the Lifeguard training and testing, and the Releasor certifies that he/she has truthfully and completely disclosed to the Releasee and the examining physician his/her complete medical history and all known medical conditions; and
- 2) Releasor, by executing this "Waiver and Release of Liability", will be engaging in the Lifeguard training and testing entirely at his/her own risk. Releasor agrees that he/she is voluntarily participating in the Lifeguard training and testing which involves activities that have a risk of serious bodily injury, and that in the use of the Releasee's facilities, equipment and premises, the Releasor is assuming all of the risks of injury, permanent disability, economic losses, illness, or death; and
- 3) Releasee shall not be responsible for the loss of any Releasor's personal property; and
- 4) This "Waiver and Release of Liability" shall include, without limitation, any and all injuries which may occur as a result of: (a) Releasor's use of the facilities and equipment of Releasee and Releasor's participation in the Lifeguard training and testing, as well as any personal training or instruction; (b) the malfunctioning of any of Releasee's equipment; (c) Releasee's instruction, training, or supervision; and (d) Releasor's tripping, slipping and/or falling while on the Releasee's premises or areas where training and testing occur; and
- 5) This waiver and release of liability includes the Releasee and any and all employees of the Releasee.

You acknowledge that you have carefully read this "Waiver and Release of Liability" and fully understand that it is a complete and absolute release of liability. You expressly agree to release and discharge the Releasee, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims, damages, losses or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring any legal action against the Releasee for personal injury or property damage.

To the extent that any statute or case law does not prohibit releases for gross negligence, this release is also for gross negligence on the part of the Releasee, its agents, and employees.

If any portion of this "Waiver and Release of Liability" shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this "Waiver and Release of Liability" shall remain in full force and effect and the offending provision or provisions shall be severed here from.

By executing this "Waiver and Release of Liability", I acknowledge that I fully understand its content, that I am executing this document freely and voluntarily, and that I understand that I am giving up substantial rights in consideration for being permitted to participate in the Lifeguard training and testing.

Printed Name of Releasor

Signature of Releasor

Dated

Printed Name of Parent

Signature of Parent

Dated