

## Marlowe Manor Makos Swim Team

### 2025 Liability Waiver and Emergency Medical Authorization

WAIVER/RELEASE OF LIABILITY...PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

This agreement is entered into between the undersigned Parent(s)/Guardian(s) and the Marlowe Manor Property Owners Association (MMPOA), a nonprofit Arkansas corporation operating the Marlowe Manor Makos Swim Team as part of its private recreational offerings.

I, \_\_\_\_\_, the parent/guardian of

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(list child/ren signed up for participation on the **Marlowe Manor Makos Swim Team**), do hereby agree and understand that swimming is a HAZARDOUS activity. I recognize there are risks inherent in the sport of swimming, including, but not limited to, broken limbs, concussions, paralyzing injuries, and death. "Participant" refers to the minor child(ren) listed above. "Parent/Guardian" refers to the individual(s) signing this form.

The participant is enrolled to participate in the **Marlowe Manor Makos Swim Team**, thereafter "Swim Team," summer swim team program from May 30, 2025 to July 31, 2025, and the Parent/Guardian hereby agrees to indemnify and hold harmless the Swim Team, its officers, coaches, lifeguards, employees and volunteers, including any parents or guests or members of the Swim Team, against any liability resulting from any injury that may occur to the participant while participating in the Swim Team summer of 2025 swim team program. The Parent/Guardian also agrees to indemnify the Swim Team and its aforementioned associates for any damages incurred arising from any claims, demand, action, or cause of action by the participant.

The Parent/Guardian authorizes any representative of the Swim Team to have the participant treated in any medical or dental emergency during their participation in any Swim Team program deemed necessary. This authority is granted only after a reasonable effort has been made to treat the medical need onsite or this medical emergency is either life-threatening or creates undue discomfort and should not be delayed. All emergency costs are the liability of the parent/ guardian and not the staff member, coach, volunteer, parent, pool member, or guest who is giving aid to the participant.

The Swim Team will also travel to and swim at the following pools/associations (including, but not limited to) and the Parent/Guardian will not hold their clubs, associations, POAs, officers, coaches, lifeguards, employees, and volunteers, including any parents, guests, or members, responsible for any injuries of any degree including, but not limited to, broken limbs, concussions, paralyzing injuries and death. These pools/ associations consist of the following:

St. Charles Sharks, Leawood Lightening, Marlowe Manor Makos, Chenal Valley Piranhas, Sturbridge Tsunamis, Parkway Place Swim and Racquet Club, and Walnut Valley Gators.

The Swim Team is not responsible for supervising Participants outside of scheduled practice or meet times. Parents/Guardians are solely responsible for their children's care before and after all Swim Team activities.

**SEVERABILITY:** If any provision of this waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**GOVERNING LAW:** This agreement shall be governed by and construed under the laws of the State of Arkansas.

**I HAVE CAREFULLY READ THE ABOVE LIABILITY RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE.**

By signing below, I affirm that I am the legal guardian of the Participant and have the authority to sign this waiver. If there is another parent or legal guardian, I affirm that I have informed them of this agreement and they have no objection. If both legal guardians are available, both should sign. Any disputes arising out of or relating to this agreement shall be resolved in the courts of Pulaski County, Arkansas. The parties waive the right to trial by jury.

Signature of Parent/Guardian #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian #2: \_\_\_\_\_ Date: \_\_\_\_\_