PARENTAL/LEGAL GUARDIAN CONSENT FORM

TAYLOR UNIVERSITY FITNESS/AQUATIC CENTER
RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY

In consideration of Taylor University ("University") allowing the below-named minor children (collectively referred to hereinafter as the "minor children" and including those on Amendment A - attached), access to and use of its use of its Fitness/Aquatic Center and all of the facilities and equipment contained therein, including, without limitation, the swimming pool and shower/locker facilities (collectively referred to hereinafter as the "Fitness/Aquatic Center"), I/we as the parents and/or legal guardians of the minor children, on our behalf and on behalf of our minor children, as well as on behalf of our and our minor children’s heirs, next of kin, assigns, and personal representatives, do hereby agree to all of the following terms and conditions:

I/we understand and acknowledge that access to and/or use of the Fitness/Aquatic Center by the minor children is potentially hazardous and involves risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to the minor children, other persons, and/or damage to property. I/we acknowledge that the minor children are not permitted to use the swimming pool when there is no lifeguard on duty, and I/we have personally advised the minor children of this requirement. If any of the minor children do use the swimming pool when there is no lifeguard on duty, it shall be at his/her own risk and I/we understand that he/she will be subject to sanctions deemed appropriate by the University at its sole discretion. These sanctions may include, but are not limited to, denial of any opportunity to use the swimming pool for such period as the University deems appropriate. I/we understand and agree on behalf of the minor children that negligence of the University and other risks associated with the minor children’s access to and/or use of the Fitness/Aquatic Center may cause injury, illness, paralysis, or death to minor children, other persons, and/or damage to or loss of property. Some of the risks associated with minor children's access to and/or use of the Fitness/Aquatic Center include, but are not limited to, equipment failure, known or unknown medical conditions, improper use of equipment by the minor children or others, improper property or pool maintenance or design, acts of others, and latent or patent defects or dangerous conditions in the Fitness/Aquatic Center. On behalf of the minor children, I/we accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to the minor children’s access to and/or use of the Fitness/Aquatic Center, and acknowledge that the minor children are voluntarily entering and using the Fitness/Aquatic Center even with knowledge of these risks.

Acknowledging that such risks exists, I/we hereby RELEASE AND DISCHARGE the University, its affiliates, and their respective officers, representatives, managers, students, members, directors, owners, agents, employees, and each of them and/or anyone associated in any way with the minor children's access to or use of the Fitness/Aquatic Center (the "University Group"), from any and all claims, defenses, damages, losses, actions, suits, proceedings, expenses, attorney fees, costs, and liability that minor children, anyone on his/her behalf, his/her heirs, next of kin, assigns or personal representatives might have for or relating to any injury to minor child’s person or property suffered or claimed to have been suffered by minor child which arises out of or is related in any manner to minor children’s access to or use of the Fitness/Aquatic Center, including, but not limited to, any claim that the act or omission
complained of was **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

I/we further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the University Group in any action or proceeding from and against all alleged liability, claims, defenses, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs arising out of or related in any manner to minor children’s access to or use of the Fitness/Aquatic Center, my or for my minor children’s failure to comply with the terms of this Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

This document is governed by the laws of the State of Indiana, and any cause of action relating to the interpretation or enforcement of this document is subject to the exclusive jurisdiction of a court in Grant County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

**PLEASE READ! YOUR MINOR CHILDREN'S LEGAL RIGHTS ARE AFFECTED!**

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**RELEASE FOR CHILD I**

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

Signatures of Parents/Legal Guardians

Date

Print Names

Relationship to Minor Child

Print Name of Minor Child

Minor Child's Date of Birth

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**ACKNOWLEDGEMENT OF MINOR CHILD**

I acknowledge that I have obtained my parent/legal guardian's consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parents/legal guardians’ right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

Signature of Minor Child

Date
RELEASE FOR CHILD 2

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

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ACKNOWLEDGEMENT OF MINOR CHILD

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I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

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RELEASE FOR CHILD 3

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

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ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian’s consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian’s right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

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RELEASE FOR CHILD 4

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

Signatures of Parents/Legal Guardians

Date

Print Names

Relationship to Minor Child

Print Name of Minor Child

Minor Child’s Date of Birth

ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian’s consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian’s right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

Signature of Minor Child

Date

RELEASE FOR CHILD 5

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

Signatures of Parents/Legal Guardians

Date

Print Names

Relationship to Minor Child

Print Name of Minor Child

Minor Child’s Date of Birth

ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian’s consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian’s right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

Signature of Minor Child

Date
RELEASE FOR CHILD 6

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

______________________________  __________________________
Signatures of Parents/Legal Guardians  Date

______________________________  __________________________
Print Names  Relationship to Minor Child

______________________________  __________________________
Print Name of Minor Child  Minor Child's Date of Birth

ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian's consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian's right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

______________________________  __________________________
Signature of Minor Child  Date

RELEASE FOR CHILD 7

I/we have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I/we understand that by signing this document I/we am/are waiving certain legal rights, including the right to sue the University Group on behalf of the individuals described above including, but not limited to, the minor children. I/we sign this document freely and willingly.

______________________________  __________________________
Signatures of Parents/Legal Guardians  Date

______________________________  __________________________
Print Names  Relationship to Minor Child

______________________________  __________________________
Print Name of Minor Child  Minor Child's Date of Birth

ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian's consent to access and use the Fitness/Aquatic Center. I understand that my access to and use of the Fitness/Aquatic Center is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian's right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

______________________________  __________________________
Signature of Minor Child  Date