

Mutual of Omaha Breakout Swim Clinic

LIABILITY RELEASE AND INDEMNIFICATION FORM

THIS IS A RELEASE. YOU ARE URGED TO READ THIS CAREFULLY BEFORE SIGNING.

I, the undersigned participant and parent, request voluntary participation for _____ (name), a minor ("I" or "Minor Participant"), to participate in the Mutual of Omaha BREAKout! Swim Clinic activity on _____ (date), which begins at _____ (time) and ends at _____ (time) sponsored by _____ (club) all of which are hereinafter referred to as the "activity."

I consent to my/minor's participation in the activity and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before the activity begins.

Release – Minor's Rights:

In consideration of allowing me to participate in the activity, I hereby release and hold harmless Mutual of Omaha, members of its boards of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising out of my participation in this activity. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in the activity, I hereby release and hold harmless the Released Parties of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the activity. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of parent/guardian)

(Signature of parent)

(Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activity.

(Print name of parent/guardian)

(Signature of parent)

(Date)

Mutual of Omaha Breakout Swim Clinics Photographic Consent Form

The undersigned does hereby authorize

MUTUAL OF OMAHA BREAKOUT SWIM CLINIC

and/or its associates, assistants, or subcontractors to photograph/film

Name (please print)

The undersigned agrees that Mutual of Omaha and Mutual of Omaha Breakout Swim Clinic has the right to use his/her images in connection with the promotion of the Mutual of Omaha Breakout Swim Clinic and/or the sport of swimming in any publication, multimedia production, display, advertisement or World-Wide Web publication.

The undersigned agrees that Mutual of Omaha and Mutual of Omaha Breakout Swim Clinic may use name, likeness, or biographical information supplied by the undersigned.

The undersigned releases and forever discharges Mutual of Omaha and Mutual of Omaha Breakout Swim Clinic, its agents, officers and employees from any and all claims and demands arising out of or in connection with the use of said photographs / images, including but not limited to, any claims for invasion of privacy or defamation.

Accepted and Agreed:

Signature of Subject

Signature of Witness

Date