

**Cathedral Prep and Villa Maria Academy
Water Polo Clinic
April 3rd, 10th, 17th, 24th, and May 1st**

Waiver of Liability, Indemnity Agreement and Assumption of Risk

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, and services of the Prep and Villa Events Center (PVEC), I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge and covenant not to sue Cathedral Prep or Villa Maria Academy (Prep-Villa), its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from both ordinary and gross negligence of Prep-Villa or any of the aforementioned parties. This agreement applies to 1) personal injury from accidents or illnesses arising from my child(ren)'s participation in the Water Polo Clinic including, but not limited to, organized activities, observation, and individual use of the facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to HOLD HARMLESS AND INDEMNIFY Prep-Villa from all claims resulting from negligence and to reimburse them from any expenses incurred as a result of my child(ren)'s participation in the Water Polo Clinic. I further agree to pay all costs and attorney's fees incurred by Prep-Villa in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Prep-Villa is not responsible for injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver assumption of risk agreement is intended to be as broad and inclusive as is permitted, by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Erie County, Pennsylvania.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the Commonwealth of Pennsylvania.

Participant Printed Name	Date	Participant Parent or Guardian Signature	Date
Required for participants under 18 years of age			

Assumption of Risks

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. My child(ren)'s participation in the Water Polo Clinic provides the opportunity to learn about water polo and have participate in a tournament at the end of the clinic. These activities may involve strenuous exertions of strength using various muscle groups; some involve sustained physical activity, which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from minor injuries such as scratches, bruises and sprains, to major injuries such as loss of sight, joint or back injuries, concussions, heart attacks to possible catastrophic injuries. Additional risks may include injuries due to swimming and extended periods of treading water such as exhaustion, paralysis, and drowning.

I have read the previous paragraphs and I know the nature of my child(ren)'s participation in the Water Polo Clinic. I understand the demands of those activities relative to my child(ren)'s physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of my child(ren)'s participation in this activity. I hereby assert that my child(ren)'s participation is voluntary and that I knowingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify to complete assumption of the inherent risks of participating in recreational activities at Gannon University to the greatest extent allowed by law in the Commonwealth of Pennsylvania.

Participant	Date	Participant Parent or Guardian Signature	Date
Required for participants under 18 years of age			

Participant Printed Name	Parent or Guardian Printed Name
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