



AMERICAN FLYERS DIVING

GENERAL RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate in the amateur diving program conducted by Brega, Inc. d/b/a American Flyers Diving ("AFD"), including any related events, activities and coaching instruction, the undersigned:

1. Agree that prior to participating, or in the case of a minor participant, the parent(s) or legal guardian(s) will instruct the minor participant that prior to participating, the participant will inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, the participant will immediately advise his or her coach or supervisor of such condition(s) and the participant will refuse to participate until such unsafe condition is corrected.
2. Acknowledge and fully understand the participant will be engaging in activities that involve risk of serious injury, including physical disfigurement, mental anguish, permanent disability (partial or total) and death, and severe social and economic losses which may result not only from participant's own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play or the condition of the premises or of any equipment used. Further, acknowledge and fully understand that there may be other risks not known or reasonably foreseeable to AFD, its directors, agents, officers, shareholders, coaches, employees, affiliates, subsidiaries, successor and/or assigns.
3. Assume all risks associated with participation in the AFD amateur diving program, including those set forth in the foregoing paragraph 2, whether such risks are foreseeable or unforeseeable, and accept personal responsibility for all damages resulting from any injuries, disabilities or death resulting in whole or part from participation in the AFD amateur diving program.
4. Release, waive, discharge and covenant not to sue AFD, its directors, agents, officers, shareholders, coaches, employees, affiliates, subsidiaries, successor, assigns, other participants, sponsoring agencies, sponsors, advertisers, and owners and/or lessors of the premises used to conduct the event or instruction (collectively "Releasees") from any and all present or future claims, rights, demands, controversies, damages, actions, causes of action and/or liabilities of every nature and kind whatsoever, either in law or in equity (collectively "Claims") which the undersigned may have against the Releasees for Claims caused or alleged to be caused in whole or in part by the actions, inactions or negligence of the Releasees. Further, acknowledge and fully understand that participant may suffer injuries or damages that are currently unknown and that unknown complications may arise, develop, or be discovered in the future. The undersigned hereby waive any rights to assert in the future any Claims for such injuries or damages not now known or suspected even though, if the same were known, such knowledge would materially affect the terms of this Release and Waiver.
5. Hand spotting is a technique used to help divers learn basic somersaulting skills. It involves the coach manipulating the athlete in the air with his or her hands. The primary goal of hand spotting is diver safety. By hand spotting, the coach can help the diver complete the skill or somersault while at the same time maintaining a safe distance from the board or apparatus as well as lessen the impact on landing. Only American Flyers Club staff members trained in hand spotting techniques are allowed to hand spot. AFD staff use landmarks on the body around the hips, shoulders, and legs to spot. Inadvertently, a spotter will sometimes miss a landmark. **DIVER SAFETY MUST BE THE PRIORITY!** As a member of the American Flyers Diving Club, it is your choice whether we hand spot your child. If you or your child are not comfortable being hand spotted, please tell us and alternative training methods will be used. No diver will lose opportunity or status based on the decision not to be hand spotted.
6. I (we) hereby assign and grant AFD the right and permission to copyright and/or publish photographic portraits or video of my diver or myself and/or photographs or videos in which I may be included whole, in part or composite. The above photographs or videos may be used for advertising, trade, art and/or any other lawful purpose. I hereby waive my right to inspect and/or approve the finished product used in connection therewith. I hereby release and discharge AFD, its successors and all persons acting under the Agency's permission or authority or those for whom AFD is acting from any liability by virtue of alteration or use in composite form that may occur in any process in completion of the finished product. In addition, I waive all claims for compensation or damages.
7. Represent, warrant and agree that the undersigned have completely read all the terms and conditions hereof and fully understood and voluntarily accepted the same. Further, represent, warrant and agree that they are not relying on the advice of AFD, its directors, agents, officers, shareholders, coaches, employees, affiliates, subsidiaries, successor and/or assigns, as to the legal or other consequences arising out of this Release and Waiver.
8. This Release and Waiver shall be construed in accordance with and governed by the laws of the State of Ohio and shall be binding upon the undersigned and their heirs, executors, administrators, representatives, successors and assigns.



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I/WE HAVE READ THE ABOVE RELEASE AND WAIVER, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Athlete (Signature)

Date

Athlete (Printed Name)

If Athlete is less than 18 years of age, the parent or legal guardian must also sign below.

Parent or Legal Guardian (Signature)

Date

Parent or Legal Guardian (Printed Name)

Relationship

(Revised 8/26/13)