

# TPC Junior Swim Team Non-Member Registration Form

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Parent/Guardian's Name(s): \_\_\_\_\_

Child's Name: \_\_\_\_\_

## Non-Member Fees:

**“Junior Tuna”** Swimmers interested in joining the Team next March for the first time  
\$300 per child for the September 11 through December 15 Session  
Meets Monday and Wednesday 4:15 p.m. - 4:45 p.m.

**OR**

Meets Tuesday and Thursday 4:15 p.m. - 4:45 p.m.

**“Young and Already Angry”** Swimmers with some Swim Team experience (or allowed into the Group after tryout with Coaches)

\$300 per child for the September 11 through December 15 Session  
Meets Monday and Wednesday 3:45 p.m. – 4:15 p.m.

**OR**

Meets Tuesday and Thursday 3:45 p.m. – 4:15 p.m.

**Below, please circle each clinic you would like to register your child for.**

Name: \_\_\_\_\_ Birth date \_\_\_\_\_

Clinic: Jr Tuna M, W      Jr Tuna T, Th      Young and Angry M, W      Young and Angry M, W

Name: \_\_\_\_\_ Birth date \_\_\_\_\_

Clinic: Jr Tuna M, W      Jr Tuna T, Th      Young and Angry M, W      Young and Angry M, W

Name: \_\_\_\_\_ Birth date \_\_\_\_\_

Clinic: Jr Tuna M, W      Jr Tuna T, Th      Young and Angry M, W      Young and Angry M, W

Total check amount (make payable to **TPC**): \$ \_\_\_\_\_

I understand that by no refunds will be given for TPC Junior Swim Team after 4:00 p.m. Friday, September 8<sup>th</sup>. I further understand that there will be no credits given for Junior Swim Team. **Rates will not be prorated for those swimmers who opt to attend only once per week.**

\_\_\_\_\_  
Parent/Guardian Signature

**TIBURON PENINSULA CLUB**  
**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY**  
**AND INDEMNIFICATION AGREEMENT**  
**(With Consent of Parent or Guardian of Minor)**

**THIS IS AN IMPORTANT LEGAL DOCUMENT.**  
**READ IT CAREFULLY BEFORE SIGNING.**

This Agreement is given by me for the benefit of the Tiburon Peninsula Club and its affiliates, agents, employees, directors, officers, and insurers (collectively “the Club”). By executing this Agreement I am binding myself, and/or the minor participant named below, including but not limited to, my/his/her children, heirs, estate, personal representatives, assigns, and next of kin.

In consideration of being allowed, in any way and for any purpose, to use the facilities of, and participate in the activities of, the Club I agree that:

**1. RISKS.**

I acknowledge and fully understand that I, or the minor participant named below, will be voluntarily engaging in activities that may involve RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND/OR DEATH. Severe social and economic losses might result from these risks. These risks may arise not only from my/his/her own actions, inaction or negligence, but the actions, inaction or negligence of others, including, but not limited to, the Club, the rules of play or the condition of the premises or the condition of any equipment. Further, other risks, not known to me or not reasonably foreseeable at this time, may exist.

I will inspect the facilities and equipment and if I believe anything is unsafe, I will advise the Club immediately and refuse to participate, and/or refuse to allow the minor participant named below to participate.

**2. ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE OF LIABILITY.**

I, on behalf of myself, and/or the minor participant named below, ASSUME ALL RISKS associated with my/his/her use of, or participation in, activities of the Club.

I RELEASE AND WAIVE THE CLUB FROM ALL LIABILITY, CLAIMS OR DEMANDS arising out of my participation at and use of the Club and/or the participation at and use of the Club of the minor participant named below even if the liability arises out of the Club’s own negligence, the negligence of another, or out of negligence that may not be foreseeable at this time.

I hold harmless, discharge and agree not to sue the Club for any liability arising out of my use or participation, or the use or participation of the minor participant named below, of the Club.

**3. INDEMNIFICATION.**

I will indemnify the Club for any loss, liability, damage, or cost it may incur due to my use of or participation in the activities of the Club or the use of or participation in the activities of the Club by the minor participant named below whether caused by the negligence of the Club or otherwise.

**4. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I expressly waive, on behalf of myself and/or the minor participant named below, the benefit of California Civil Code Section 1542 that provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known to him must have materially affected his settlement with the debtor.

5. **REPRESENTATION OF GOOD PHYSICAL CONDITION.** I represent that I, or the minor participant named below, are in sufficiently good physical condition to participate in the programs and activities of the Club without jeopardizing my/his/her health. I currently have, or the minor participant indicated below has, no known physical or mental condition that would impair my/his/her capability and I/he/she are fully fit to participate in the activities of and use the facilities of the Club.
6. **ENTIRE AGREEMENT.** No oral representations, statement or inducements apart from this written Agreement have been made. If any portion of the Agreement is determined invalid, the balance shall continue in full force.

**I HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Name of Participant (Please print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Participant Signature (If Over 18)

\_\_\_\_\_  
(Date)

FOR MINORS (UNDER THE AGE OF 18) PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, the undersigned, represent that I am the parent or legal guardian of the participant named above and by my signature below I agree to the terms of this Agreement on behalf of the minor participant named above.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
(Date)

Parents' Name \_\_\_\_\_

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Address \_\_\_\_\_

Emergency

Contact \_\_\_\_\_ Phone# \_\_\_\_\_