

GENERAL RELEASE

KNOW ALL BY THESE PRESENT, THAT I

as parent of my child(ren) _____, and in consideration of the opportunity of my child to participate in the activities of Elkins Otters, Inc., including, but not limited to, any and all aquatic related activities, the sufficiency of such consideration is hereby expressly acknowledged, do hereby for myself, my child, and me assigns, and any and all other persons, firms, employers, corporations, associations, or partnerships, do hereby release, acquit, and forever discharge, and agree to indemnify defend and hold harmless, Elkins Otters, Inc., its officers, members, volunteers, faculty, assistants, advisors, attorneys, agents, servants, successors, heirs, executors, administrators, assigns, Davis and Elkins College as swimming facility host, and all other persons, firms, corporations, associations or partnerships of, and firm any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of wages, expenses, hospital and medical expenses, loss of consortium, loss of service, and any compensation whatsoever, which the undersigned or the undersigned's participating child, has now or will ever have as a result of travel to and from such activities.

The undersigned expressly agrees to indemnify, defend and hold harmless any released party herein, including any occupant or owner of any land or facility where aquatic or swimming activities are now or will be held, from all claims arising out of the above referenced activities including any claim that may have otherwise arising as a result of travel to and from such activities.

The undersigned acknowledges that the activities that the child is or will be engaging in, are potentially dangerous and may involve numerous potential perils to the participant's life, health and safety including, but not limited to, drowning, and injury from striking objects such as a diving board or the bottom of the pool. It acknowledged that these perils can be fatal. The undersigned expressly acknowledges that by allowing their child to engage in the above referenced aquatic activities, he or she is voluntarily and knowingly assuming the risk of any possible accident, whether foreseeable or unforeseeable, whether incidental or occurring as a result of such activities including the possibility of injury or death of their child.

The undersigned further agrees to indemnify the above released parties and save them harmless from any and all liability, loss, damage, claims or subrogation and expense, arising because of any injuries, death or damages, related to any claims or subrogation and expense, arising because of any injuries, death or damages, related to any claim of the child or a claim on the parents own behalf, and if necessary in order to save the released parties harmless, to satisfy on their behalf any judgment against the released parties, in any way arising out of the aforesaid activities, including but not limited to travel to and from any activity.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned and that this release contains the entire

agreement between the parties hereto, and that the terms of this release are contractual and are not a mere recital. That it is the intent of this document to totally absolve and release Elkins Otters, Inc. and the other releases parties herein, from any legal exposure of any nature in any way related to the undersigned's child participating in the activities sponsored or organized by the released parties, including swimming and other aquatic activities.

I certify that I am not currently under the influence of alcohol and any other mood altering medication and fully understand this legal document.

The parties further agree that the laws of the state of West Virginia shall apply when construing this contract.

This document shall not cause or otherwise operate to release any insurance company of any released party from paying any claim that it would have otherwise have been responsible to pay, but for the existence of this document.

I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT.

WITNESS the following signatures:

(child/children's names or signature)

Parent or Guardian - Date

Witness Date

Witness