



Volunteer Acknowledgment & Liability Release
(Mandatory for Participation)

Volunteer Name: _____

Volunteer's Parent Name (if Volunteer is under 18 years old): _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

I, _____, am the above Volunteer (if at least 18 years old) or indicated Volunteer's parent or legal guardian (if Volunteer is under 18 years old) and, for myself or on behalf of said Volunteer, have fully read the accompanying iCan Swim Volunteer Registration Form and the related materials made available to me describing the iCan Swim program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of spotting someone engaged in swimming, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

2. Release of Liability:

In consideration of iCan Shine, Inc. ("iCan Shine"), its affiliates [Pediatric Therapy Center, Autism Society Nebraska, Down Syndrome Alliance of the Midlands], and [College of Saint Mary] allowing the above named Volunteer's participation in the Camp, I, for myself and on behalf of said Volunteer, our heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns [Pediatric Therapy Center, Autism Society Nebraska, Down Syndrome Alliance of the Midlands, and College of Saint Mary] and their agents, employees, and officers of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of

action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Volunteer in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, spotting and/or working with Swimmers while they are swimming or otherwise being near an aquatic environment at the facility during the Camp.

3. Indemnification:

If, despite this release, I, the above named Volunteer or anyone on said Volunteer's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Volunteer could be taken by parties outside the control of iCan Shine and [Pediatric Therapy Center, Autism Society Nebraska, Down Syndrome Alliance of the Midlands, and College of Saint Mary] in connection with participating in the Camp. I acknowledge that iCan Shine and [Pediatric Therapy Center, Autism Society Nebraska, Down Syndrome Alliance of the Midlands, and College of Saint Mary] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Volunteer (if 18 years or older) OR

Signature of Parent (if under 18 years old): _____