

# HOLD HARMLESS WAIVER

INFORMED CONSENT/HOLD HARMLESS WAIVER FOR PARTICIPATION in the LEHMAN COLLEGE CONTINUING EDUCATION LEARN TO SWIM PROGRAM and/or the APEX SWIM CLUB at the APEX Aquatic Center at Lehman College

SITE: APEX Aquatic Center at Lehman College

## PURPOSE AND EXPLANATION OF PROCEDURE

I (the participant or the parent/guardian on the behalf of the participant) hereby consent to voluntarily engage in the Learn to Swim Program and/or the APEX swim club at the APEX Aquatic Center Pool from May 2026 through August 2026.

I have been informed that during my participation in the above-described Aquatics program, I will be asked to stop if any symptoms such as fatigue, shortness of breath, chest discomfort, or similar occurrences appear. I have been advised that it is my complete right to decrease or stop an exercise and that it is my obligation to inform the Instructor/Program/Coach/personnel of my symptoms, should they develop.

It is my understanding and I have been informed that there exists the remote possibility that during exercise and or competition of adverse changes including, but not limited to, bodily injury, not limited to injuries to muscles, ligament, tendons and joints of the body, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and in very rare instances heart attack, stroke, or even death. I agree to assume all risks for personal injury, loss of life, or property loss or damage in relation to participating in this program.

Every effort will be made to minimize these occurrences by proper staff assessment of my condition before each session, staff supervision during exercise, and by my own careful control of exercise efforts. I fully understand the risks associated with exercise, including the risk of bodily injury, heat attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated.

We (I), agree to release, hold harmless, and indemnify the City University of New York, Lehman College Department of Continuing Education, Lehman College Athletics/APEX, its trustees, officers, agents, representatives and employees from and against any and all liability, lawsuits, claims, damages, or claims of injuries or sickness to my (our) child or children, before, during or after participation in this activity and including any negligent act or omission by the named above or its agents, representatives or employees, which are not the result of gross negligence, intentional neglect, or willful or wanton conduct by the named above.

No refund will be granted in the event of dismissal for inappropriate or unsafe conduct. In addition, there are no refunds for absences for any reason, including but not limited to transfer from the area, appointments, early withdrawal, or any other reason. The Learn to Swim Program is not responsible or liable for any closure or disruption to classes arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation work stoppages, accidents, changes in laws or regulations, natural catastrophes or acts of Gods, dangerous inclement weather conditions, utility or energy outages, pandemic or disease outbreak, and or a public health crisis, and no refunds will be given.

The participant (or parent / guardian of the participant) acknowledges that participation in swimming activity is subject to certain inherent risks and accepts all risks on land or water while participating in these activities. I have been given an opportunity to ask questions as to the procedures. I have read this Informed Consent/Hold Harmless Waiver form, fully understand its terms, understand that I have given up substantial rights by clicking the checkbox in the student registration system, Xenegrade, and agree to the Hold Harmless Waiver freely and voluntarily, without inducement.