



COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS

COAK MATTHEWS HSU RED WAVE AQUATIC ACTIVITIES

LEARN TO SWIM: In consideration for receiving permission to participate in activities at the Henderson State University swimming pool located in the Well Gym or the Arkadelphia Aquatic Park, I, the undersigned, execute this Covenant Not to Sue and Agreement to Hold Harmless voluntarily to bind myself and my family and heirs. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes Henderson State University and the City of Arkadelphia, the Board of Trustees of Henderson State University, and their officers, servants, agents, volunteers, or employees, as well as the Coak Matthews HSU Red Wave Aquatic Activities LLC (herein referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while I am a participant in the activity, using equipment owned or provided by the RELEASEES or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the negligence of RELEASEES. I know of no medical reason why I should not participate in this activity.

I am fully aware that there are inherent risks involved with participating in this activity, including but not limited to property damage and serious personal injury to me, including death, and I choose to voluntarily participate in the activity with full knowledge that doing so may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, PARALYSIS, AND HEAD TRAUMA** that may be sustained by me as a result of participating, including injuries sustained as a result of the negligence of the releases. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my participation.

I am fully aware of the following:

- 1. That use of either if the afore mentioned aquatic facilities will subject me to potentially hazardous activities including but not limited to swimming, traveling on wet areas surrounding the pool and in dressing areas and bathrooms, traveling to and from the Wells Gym and its parking area; and other hazards.
- 2. That I agree to enter and remain in the pool only when supervised by a lifeguard. I agree to follow the safety procedures and use safety equipment as instructed by university personnel.
- 3. I understand that Henderson State University and the other releases do not maintain any insurance policy covering any circumstance arising from my use of the Wells Pool, Arkadelphia Aquatic Park or the Learn to Swim activities.
- 4. I understand that Henderson State University, the City of Arkadelphia and the Coak Matthews HSU Red Wave Aquatic Activities LLC is not responsible for the loss or theft of any of my personal property during my use of the pool.

It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Arkansas. Nothing in this Covenant Not to Sue and Agreement to Hold Harmless shall be deemed to waive the sovereign immunity of Henderson State University. Pursuant to A.C.A. §19-10-204, the Arkansas State Claims Commission shall have jurisdiction over any dispute regarding my participation in this activity and this Covenant Not to Sue and Agreement to Hold Harmless.

In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, I have had the opportunity to ask questions, I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the university from any and all liabilities incident to my minor child’s involvement, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY**, to the fullest extent permitted by law.

SIGNED this _____ day of _____, 20____.

Parent or Guardian Signature: _____ **Printed Name:** _____

Participant’s Name (print) _____ /Gender M F /Birth date _____

Participant’s Current Address _____

Emergency contact other than Parent/Guardian above) _____ Relationship _____

Emergency contact phone (cell) _____ (work) _____ (home) _____

Allergies, medical conditions, disabilities, medications and/or other special needs or considerations: _____
