

**Bermuda Amateur Swimming Association**  
**(“BASA”)**

**Open Training And Instructional Programme (the “Programme”)**

**Deed of Waiver, Release and Discharge**

***ATTENTION: Once fully executed this constitutes a legally binding and irrevocable document. Accordingly, please read it carefully and acknowledge that you have read and understand this waiver by initialing each page on the lower right hand corner.***

*This DEED of WAIVER, RELEASE and DISCHARGE is made by the undersigned this [ ] day of [ ] 2010.*

NOW THIS DEED WITNESSES AS FOLLOWS:

I, the undersigned, intending to be legally bound, in consideration of BASA’s acceptance of my registration in the Programme:

I hereby represent and certify that: (i) am over 18 year s of age; (ii) I am of sound and competent mental and physical health; (iii) I understand that there are inherent and other risks involved in participation in the Programme and activities incident thereto; (iv) I have not been restricted by a doctor for a medical condition; (v) I am physically able to participate in the Programme; and, (vi) to the best of my knowledge, I do not suffer from any condition, sickness or disease which would impair my ability to participate in the Programme or present a danger to the well-being of any other participant in the Programme as a result of my participation.

I hereby irrevocably WAIVE, RELEASE and DISCHARGE BASA, its executives, officers, directors, members, employees, administrators, agents, volunteers, meet directors, officials, independent contractors, sponsors, insurers and other persons authorized by BASA from any and all claims howsoever arising that I or my personal representatives, agents, heirs and dependants may have against BASA, its executives, officers, directors, members, employees, administrators, agents, volunteers, meet directors, officials, independent contractors, sponsors, insurers and other persons authorized by BASA for any injury (personal or otherwise), loss (including but not limited to contingent, collateral or incidental losses), damage, disability or death suffered by me or caused to my personal belongings by reason of any act, omission, default, willful misfeasance or negligence whatsoever by BASA, its executives, officers, directors, members, employees, administrators, agents, volunteers, meet directors, officials, independent contractors, sponsors, insurers and other persons authorized by BASA.

I hereby irrevocably agree to HOLD HARMLESS and INDEMNIFY BASA, its executives, officers, directors, members, employees, administrators, agents, volunteers,

meet directors, officials, independent contractors, sponsors, insurers and other persons authorized by BASA for any injury (personal or otherwise), loss (including but not limited to contingent, collateral or incidental losses), damage, disability or death suffered by me or caused to my personal belongings related to my participation in the Programme or any activities incident thereto (including but not limited to the acceptance of advice and use of the BASA facilities and equipment).

This Deed may not be amended or varied.

This Deed constitutes the entire agreement between the parties with regard to its subject matter and supersedes any and all previous agreements. Neither of the parties shall seek to re-open or set aside this Deed on the ground that this Deed is void or voidable on the basis that any of the parties in the future has become aware of any mistake of law (including any such mistake arising as a result of a subsequent change in the law, which shall include a settled understanding of the law which is subsequently departed from by judicial decision) or any mistake of fact in any way whatsoever connected with or related to this Agreement.

This Deed is governed by Bermuda law and shall be binding upon and shall inure to the benefit of BASA, its successors and any assigns.

THIS DOCUMENT IS INTENDED TO HAVE LEGAL CONSEQUENCES AND EXCLUDES ANY AND ALL LIABILITY ON THE PART OF BASA, ITS EXECUTIVES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, ADMINISTRATORS, AGENTS, VOLUNTEERS, MEET DIRECTORS, OFFICIALS, INDEPENDENT CONTRACTORS, SPONSORS, INSURERS AND OTHER PERSONS AUTHORIZED BY BASA FOR ANY LOSS OR DAMAGE THAT THE UNDERSIGNED MAY SUFFER AS A CONSEQUENCE OF ANY ACTIONS, OMISSION, DEFAULT OR NEGLIGENCE WHATSOEVER OF BASA, ITS EXECUTIVES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, ADMINISTRATORS, AGENTS, VOLUNTEERS, MEET DIRECTORS, OFFICIALS, INDEPENDENT CONTRACTORS, SPONSORS, INSURERS AND OTHER PERSONS AUTHORIZED BY BASA OR OTHERWISE.

*Please Initial* \_\_\_\_\_

\_\_\_\_\_  
**Name of Applicant (Please Print)**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Current Date**

\_\_\_\_\_  
**1<sup>st</sup> Date of Participation in 2010 Programme**

\_\_\_\_\_  
**Witness**