

**Membership, Waiver and Indemnity Agreement
Limited Power of Attorney for Emergency Health Care
Miami Hills Swim & Tennis Club**

I the undersigned, for myself, and / or my child, as a condition of, and in consideration of, membership in the Miami Hills Swim and Tennis Club (The Club), I hereby agree to abide by the rules and regulations of The Club and any other organization with which it is associated. I understand and agree that if either of us fails to abide by such rules and regulations that The Club or its Board of Directors may review my actions or those of my child and may revoke my / their membership or take other disciplinary action in accordance with its bylaws. I further agree to pay such membership dues and fees as may be assessed by The Club in order to remain a member in good standing and to return, upon request, any and all equipment provided to me or my child while participating in the program and that if such equipment is (or are) not returned in the same condition in which it was received, excepting reasonable wear and tear, to pay The Club the replacement cost of such equipment..

I understand that in consideration of my / our membership in The Club, I am entitled to participate in Club sponsored activities; and that I am entitled to vote at the Annual Membership meeting and to hold office in the organization.

Except as listed below, I hereby certify that I am or my child is fit and able to participate in the activities of the Miami Hills Swim and Tennis Club. I understand that if I am requested to furnish a physician's statement of fitness for said activities and fail to do so within the time allowed that all activities for me / my child will be suspended until such statement is provided. With this understanding, I declare that to the best of my knowledge, I / my child have/has no conditions which would limit my / their ability to participate in the activities of the organization except as indicated in the **Participating Athlete / Medical Conditions** portion of this agreement, hereto attached.

HOLD HARMLESS AGREEMENT AND LIMITED POWER OF ATTORNEY FOR HEALTH CARE

In consideration of those athlete(s) named in the **Participating Athlete / Medical Conditions** portion of this agreement, hereto attached and being permitted to participate in the activities of Miami Hills Swim & Tennis Club, I, the undersigned, certify that the information provided above is true and accurate to that best of my knowledge, and agree that any information not provided above will be provided within 10 days of the date shown below.

I further certify that I understand that participating in swimming and/or diving and the training and activities related thereto as in any other sport entails certain risks, including but not limited to severe, permanent physical injury including but not limited to bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussions, brain damage, nerve and spinal cord injury, paralysis, disease, and / or death. I agree to fully indemnify and hold harmless and covenant not to sue Miami Hills Swim and Tennis Club, their members, coaches, managers, trainers, assistants, agents, servants, heirs, executors, employees, designates, administrators and assigns, and all other persons, firms, and corporations from any and all claims, demands, causes of action, of any kind or nature, which may arise, directly or indirectly, as a result of my or my child's participation in or attendance at the activities of The Club and / or the transportation of me or my child to or from such activities; specifically including but not limited to injury to me, my spouse, my child and other children, my and their guest(s) and invitees; and for damage to or destruction of my, their and our property, and **my and/or our membership in Miami Hills Swim and Tennis Club.**

In the event that I am not present at the time of any injury, illness, or accident which shall involve me or my child, or that I am unable to make decisions on my / their behalf, I hereby authorize and direct the team coach, or any other such person as he or she may direct, to obtain any and all necessary emergency medical treatment, services, and medication, including but not limited to emergency transportation, treatment, medication, surgery, or any other means necessary to protect the life and health of me or my child as named herein, and grant to them my power of attorney to secure such treatment and to execute such documents as shall be necessary, in their sole discretion, to protect and preserve the life, health, and safety of me or my child. This limited power of attorney shall not expire until I or the emergency contact listed herein can be contacted and can make such decisions, at which time the authority granted by this document shall expire and further shall be effective for one year from the date last entered hereon. I further agree that I shall be financially responsible for all costs associated with medical treatment received as a result of the authority granted herein. I consent and direct that a copy of this document shall be as valid as the original for all purposes.

Name of Athlete(s)

X
(Parent/Guardian Signature) Required

(Printed Name) **(Date)**