



# Adapted Physical Education Adapted Aquatics/Adapted Aerobic Swimming Courses

## Release and Waiver of Liability Form Students and Personal Assistants

1. Students enrolled in any De Anza College Adapted Aquatics/Adapted Aerobic Swimming courses must:
  - A. Arrive to the pool in appropriate swim attire.
  - B. Safely enter the water independently; or with limited assistance (helping with balance, stability, and guidance throughout your independent transfer).
  - C. Demonstrate that you can safely participate under the conditions of an aquatic exercise environment independently.
  - D. Follow the Foothill-De Anza Community College District (“District”) Student Code of Conduct. Visit website: <https://www.deanza.edu/student-development/conduct.html>
  - E. Important Note: Enrollment could be dependent on instructor assessment and placement
2. Should you not meet the above guidelines, you must provide your own personal assistant. Both the student and personal assistant must sign the liability form below, before the student and personal assistant can participate in class. The personal assistant will be responsible for the following:
  - A. Transferring the student out of their wheel chair, and into the pool Hoyer lift chair and vice versa.
  - B. Provide in-water personal assistance, if necessary.

**Assumption of Risk.** I acknowledge that there are risks that are inherently dangerous with participation in the swimming classes and do hereby voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including death, that may result from participation in the swimming classes.

**Release/Indemnification.** I hereby, in consideration of such benefits and other good and valuable consideration received, consent to the above listed participation and release absolutely, forever discharge, hold harmless and covenant not to sue the District, its directors, employees, agents, volunteers and affiliates from any and all present or future liability, claims, demands, actions or rights of action, whether asserted by me or a third party arising out of my participation in swimming classes (the “Claims”). I agree to indemnify and hold harmless the District for any such Claims brought by me or a third party from any costs associated with defending or litigating such claims, including but not limited to attorney fees, costs and legal expenses.

**Understanding.** I represent and acknowledge that I have completely read and understand this document and all its terms and all matters referred to herein, and I signed voluntarily as my free act and deed that I have had an ample opportunity to obtain the advice of counsel and that, by signing this document, I understand that I am relinquishing legal rights and remedies that may have otherwise been available to me. I understand that this Release and Waiver shall be construed as broadly and inclusively as is permitted by applicable law and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect.

By reading and signing this form, I understand the risks as a student or personal assistant and agree that the District is not responsible for student or personal assistant safety; and therefore are not liable for any accident-related compensation.

### Signatures

Name of Student: \_\_\_\_\_  
*Print Name*
*Signature*
*Date*

Name of Personal Assistant: \_\_\_\_\_  
*Print Name*
*Signature*
*Date*