

Student Name: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

**Texas School for the Blind and Visually Impaired**

**Swimming and Boating Activities  
 Participation Agreement, Assumption of Risk, and Release**

Before a student can join any swimming or boating activity: 1) The parent/guardian/adult student/person with legal authority must give permission; 2) The TSBVI Health Center Director must give permission; and 3) The student’s swimming abilities will be tested by a Lifeguard and the student’s swimming level will be identified— either “deep-water swimmer”, “shallow-water swimmer”, or “non-swimmer”. All staff supervising any type of TSBVI swimming or boating activity will know the student’s swimming level.

**Student with Seizure Disorder.** Any student with any type of seizure disorder is required to wear a life jacket at all times during all swim activities except 1) when the student is within immediate physical reach of a staff member whose only responsibility during the time is to supervise the student or 2) if there is a signed life jacket waiver approved by the Health Center Director.

**1. Permission. Please Check Yes or No for Each Activity to Indicate Permission or No Permission.**

Permission		Type of Activity
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<p><b>Wading Activities at TSBVI and Other Swimming Areas</b></p> <p>Students will occasionally be allowed to wade (walk in water 18 inches or less deep) on fieldtrips to creeks, ponds, springs and other locations that have shallow areas in which wading is permitted. Wading may also take place in portable wading pools on or off the TSBVI campus.</p>
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<p><b>Swimming Activities at TSBVI</b></p> <p>These swimming activities take place in the TSBVI Natatorium. No more than 15 students will be allowed in the pool at one time. Staff supervision is required. Lifeguard(s) will be assigned to guard during the activity.</p>
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<p><b>Swimming Activities at Off-Campus Pools</b></p> <p>These swimming activities take place at pools off-campus. Students are allowed to go into the pool as deep as their swim level permits and swim or play. Lifeguard(s) supervision is required.</p>
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<p><b>Activities in Natural Bodies of Water</b></p> <p>TSBVI may conduct swim activities at lakes, springs or other natural bodies of water. TSBVI will ensure that Lifeguards and other necessary supervision are provided for these activities.</p>

Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<b>Activities Involving Non- Motorized Watercraft</b>  TSBVI may conduct swim activities involving stand-up paddle boards, paddle boats, canoes, kayaks, rowboats, dragon boats, small open craft, and small sailboats. For this type of activity, the student is supervised in a manner so that the student can safely enjoy the activity. TSBVI will ensure that Lifeguards and other necessary supervision are provided for these activities. All students and staff must wear life jackets while participating in these activities.
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<b>Activities Involving Powercraft and Sailboats</b>  TSBVI may conduct swim activities that take place on large power boats, sailing craft, barges and fishing boats. For this type of activity, the student is supervised in a manner so that the student can safely enjoy the activity. All students and staff will follow all guidelines, requirements, and restrictions posted on each boat unless the Student Care Summary denotes otherwise.
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<b>Water Skiing, Surfing and Windsurfing</b>  Selected students may be given the opportunity to participate in water skiing, surfing and windsurfing activities. TSBVI will ensure that Lifeguards and other necessary supervision are provided for these activities. All students who participate in these activities must have a swim test conducted by a Lifeguard and pass the deep-water skills test. Shallow-water swimmers can participate in shallow water surfing when accompanied by a Lifeguard on a 1:1 ratio. Non-swimmers may not participate in water skiing, surfing or windsurfing activities. All students and staff must wear life jackets while participating in these activities.
<input type="checkbox"/> <b>yes</b>	<input type="checkbox"/> <b>no</b>	<b>Scuba Diving</b>  Selected students may be given the opportunity to learn about and use scuba diving equipment in the TSBVI indoor swimming pool. All students who participate in this activity will receive direct supervision by adults familiar with the scuba diving equipment.

**2. Risks.** I understand the nature of the physical demands of such activities. I understand that the physical demands of such activities, as well as the activities themselves, may result in injury to the student, and that such injury may be severe. I have made TSBVI aware of any and all medical and physical conditions that might affect the student's participation. I understand that reasonable procedures are employed by TSBVI but that unforeseen circumstances or accidental events may occur, for which TSBVI, its officers, agents, representatives, coaches, volunteers, and employees cannot be held responsible. I hereby assume all ordinary risks normally incidental to the nature of the team sports in which the student participates, including those risks that are not foreseeable.

**3. Release.** I unconditionally waive and release TSBVI its officers, agents, representatives, coaches, volunteers, and employees, and agree to hold said persons harmless from any and all claims, rights, or causes of action which may be asserted against TSBVI, its officers, agents, representatives, coaches,

**Student Name:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_

volunteers, and employees by any person as the result of any injuries, expenses, loss of compensation, or loss of experience as a direct or indirect result of the use of the services, facilities, instruction, or premises of the TSBVI or as a direct or indirect result of the student's participation, or from any negligence on the part of TSBVI, including any act or failure to act.

**4. Indemnification.** I unconditionally promise and agree to indemnify TSBVI its officers, agents, representatives, coaches, volunteers, and employees and to hold said persons harmless from any and all claims, rights, or causes of action which may be asserted against TSBVI, its officers, agents, representatives, coaches, volunteers, and employees by any person as the result of any injuries (regardless of severity), expenses, loss of compensation, or loss of experience as a direct or indirect result of the use of the services, facilities, instructions, or premises of TSBVI, or from any negligence on the part of TSBVI, including any act or failure to act. This agreement to indemnify includes any and all money paid by TSBVI, its officers, agents, representatives, coaches, volunteers, or employees to, or charged by, any person (whether by virtue of a settlement or in litigation), including attorney's fees for any parties to the claim, demand, or litigation.

**5. No Liability Insurance.** I have been informed and am aware that TSBVI does not provide, nor is any member of my family covered by, any policy of liability insurance which would otherwise serve to compensate members of my family in the event of an injury, expense, loss of compensation, loss of service or other damage (general or special) which I or any member of my family may experience as a direct or indirect result of the use of services, facilities, instructions, or premises of TSBVI, or from any negligence on the part of TSBVI, its officers, agents, representatives, coaches, volunteers, or employees, including any act or failure to act.

**6. Consideration.** I hereby acknowledge the validity and adequacy of the consideration for this release being the offering of activities by TSBVI.

**7. Binding Effect.** This agreement is binding upon me and upon my spouse, heirs, assigns, dependents, personal representatives, attorneys, and my estate. This agreement is also binding upon my child or children on whose behalf it is executed and upon any legal guardian thereof.

**8. Entire Agreement.** This document constitutes the entire agreement between TSBVI and the undersigned regarding the subjects covered hereby. All previous agreements, oral or written, are superseded and there exist no further oral or written representatives, promises, assurances, or statements of any kind affecting this agreement except those which are expressly set forth in this document.

\_\_\_\_\_  
**Signature of Parent or Guardian or  
Student age 18 or older who is able to give informed consent or  
Other Person with Legal Authority**

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

\_\_\_\_\_  
**Printed Name of Person Signing Agreement**