

The Swimming Bulldogs of West York utilize, hereafter referred to as "Booster Club," a website westyorkswimming.com as a means to keep athletes, their families, friends and fans informed about our program. The Booster Club also produces programs for swim meets and other print or video productions to promote or enhance the West York Area School District Swim Team. These media contain information including team announcements, schedules, results, and the like. The main purpose of this media is to assist in promoting activities for the benefit of the West York Area School District and its Swim Team and its Booster Club. This media and its content are intended to enhance publicity of our Swim Team and to highlight team and individual performance.

Media may include information regarding individual performances and awards. This information may include an athlete's name or photograph. These items may not be posted without written consent from the athlete (and parent or guardian if a minor).

Please read the official Swimming Bulldogs of West York Media Release and complete the Release Form with your consent or denial as appropriate.

Best Regards,
Executive Board
Swimming Bulldogs of West York

Swimming Bulldogs of West York Media Release

Waiver and Release

IN ORDER TO PARTICIPATE IN THE RENDERING OF PHOTOGRAPHS/IMAGES THIS VOLUNTARY WAIVER MUST BE SIGNED BY EACH INDIVIDUAL (AND A PARENT OR GUARDIAN IF UNDER 18), AND SUBMITTED TO THE EXECUTIVE BOARD OF THE SWIMMING BULLDOGS OF WEST YORK.

VOLUNTARY WAIVER AND RELEASE: The undersigned hereby releases, waives and discharges, and agrees not to sue the Swimming Bulldogs of West York, operator of westyorkswimming.com (collectively referred to herein as "Event"), licensees (including, but not limited to, television and film licensees), and charities and each of their agents, coaches, directors, officers, employees, attorneys, insurers, servants, parents, divisions, subsidiaries, predecessors, successors and representatives, and the Swimming Bulldogs of West York (collectively referred to herein as "Event Organizers") from any and all liability to the undersigned, their personal representatives, assigns, agents, heirs and next of kin for any and all loss or damage and any claims and demands of every kind of nature, for damages actual and consequential, past, present and future, arising out of or in any way related to the use of their name, photographic likeness, or both, including but not limited to any claims of any rights of publicity claims relating to the undersigned, any tax liabilities, and any loss of collegiate, international or high school eligibility as a result of participation in the Event, whether caused by the negligence of the Event Organizers or otherwise, either expressly or implied.

INDEMNIFICATION AND HOLD HARMLESS: The undersigned hereby agrees to indemnify and save and hold harmless the Event Organizers and each of them from loss, liability, damage or cost the Event Organizers may incur due to the undersigned's participation in the Event, whether caused by the negligence or the Event Organizers or otherwise, either expressly or implied.

PUBLICITY: The undersigned hereby consents to the use without any compensation, of their name, photographic likeness, and/or voice in any manner on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services concerning the Event, any Event sponsors and/or their promotion in any and all media and throughout the world.

ELIGIBILITY: The Event Organizers have informed the undersigned of the need to contact the undersigned's respective coach, athletic representative, or other authoritative entity (e.g. NCAA, NIAA, etc.) to determine how the undersigned's eligibility would be affected, if at all, by registering for the Event. The undersigned represents and acknowledges receipt of such information and further represents that undersigned has indeed contacted such representative prior to registration for the Event.

GOVERNING LAW: This Voluntary Waiver and Release of Liability and Indemnification and Hold Harmless Agreement shall be governed by the Commonwealth of Pennsylvania law governing contracts and the York County Court of the Commonwealth of Pennsylvania shall have exclusive jurisdiction for any action arising wherefrom. The undersigned and their parent or guardian, if the undersigned is under 18, on their behalf, and on the behalf of the undersigned, agrees to execute and/or provide any documentation that is required by the Event Organizers to satisfy the requirements of Family Code Sections of the Commonwealth of Pennsylvania Law, as in effect at the time of execution of this release.

The undersigned acknowledges that they are a voluntary participant in the Event. The undersigned acknowledges that they have read the Swimming Bulldogs of West York Media Release and are executing this document freely and voluntarily.

I grant permission to the Swimming Bulldogs of West York and any contractors retained by them to use any media content (picture/video/voice) or name without restriction on the official Swimming Bulldogs of West York website (westyorkswimming.com) or other media. This permission is granted from this time forward beginning on the date indicated below. I do however, if I change my decision, reserve the right to ask for the media content, name, or both to be taken off in the future by contacting the Swimming Bulldogs of West York in writing. I agree that the Swimming Bulldogs of West York will have 72 hours to remove said media content, name, or both from the website, but I understand that existing printed or produced materials cannot be changed after that request.

The Swimming Bulldogs of West York may use (please check all that apply):

- Picture
- Video
- Voice
- Any combination of Picture/Video/Voice

I prefer that the Swimming Bulldogs of West York do not use any media content (picture/video/voice) or name.

Name of member: _____

Signature of member: _____

Date: _____

Name of parent or guardian: _____
(if member is under 18)

Signature of parent or guardian: _____

Date: _____