

Maley Swim School

Waiver

As of 06/19/2018 07:39 PM

**MALEY SWIM SCHOOL, INC.
WAIVER OF CLAIMS/RELEASE OF LIABILITY/HOLD HARMLESS**

CHOCOLATE or PEANUT ALLERGY
We use M&M's as a teaching aid during lessons

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

I hereby represent that I am the adult participant or the parent/legal guardian/duly authorized representative of the Maley Swim School, Inc. ("Maley Swim School") participant(s) listed below (the "Participants"). I understand that swimming and/or activities related to swimming are inherently dangerous activities that involve the risk of serious injury or death. In consideration of Maley Swim School's granting permission to participate in swim lessons and/or Related activities, I agree, for myself, the participant (s), and our heirs, successors, executors, administrators, personal representatives and/or anyone else claiming by or through any of us (collectively, the "releasing parties"), to fully and forever release and hold harmless Maley Swim School and Linda Maley Swim School, Inc., their officers, directors, shareholders, employees, agents, instructors and representatives (collectively, the "released parties") from any and all claims, losses, damages (direct, punitive or otherwise), liabilities, actions, causes of action, demands, suits, costs, expenses and/or fees (collectively, the "claims") arising out of or in any manner related to swimming, swim lessons, or any other Maley Swim School activities or functions and/or the participation in and/or observing swimming and/or swim lessons and/or the use of any pool, locker room or any other Maley Swim School facilities, even if all or any part of the claims result from, or are caused by the negligence, acts, omissions and/or other fault of the released parties.

The releasing parties waive any and all claims they may have against the released parties, even if caused in whole or in part by the negligence, acts, omissions and/or other fault of the released parties. I understand that I am waiving and giving up important legal rights and it is my intention to do so.

I agree that Maley Swim School has permission to photograph my child and use photographs for any and all purposes to promote and advertise Maley Swim School.

Videos may be taken on the last day of lessons only.

I authorize Maley Swim School to have me or any Participant (s) treated in any medical emergency and I agree to pay all costs and expenses associated with medical care and/or transportation for me or any Participant(s).

I have read, understand and agree with this document. If any portion of this document is determined to be invalid, illegal, against public policy, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this document, the remainder of which shall be and remain valid and enforceable.

Children may not be left unattended before, during, or after classes. Should your child need to use the restroom during a swim lesson, you must be present to take them. All children must be accompanied by a parent in the restroom so we can keep a clean and inviting facility. Your child's safety is most important to us. Thank you.

SIGNATURE DATE

PRINT NAME DATE