

WAIVER/RELEASE OF LIABILITY

THIS DOCUMENT IS A RELEASE OF LIABILITY AND AFFECTS LEGAL RIGHTS. YOUR CHILD WILL NOT PARTICIPATE IN THE PROGRAM UNTIL YOU HAVE REVIEWED, CONSENTED AND SIGNED THIS AGREEMENT.

In consideration of allowing _____, a minor child, to participate in the events sponsored by *The Swimmin' Hole LLC*, which are hereinafter referred to as the "Activities," the undersigned Parent/Legal Guardian agrees, both individually and on behalf of the Minor, as follows:

I represent that I am the Parent and/or Legal Guardian of _____ (the "Minor"), am authorized to consent for, and agree to the minor's participation in the sponsored Activities. Unless otherwise indicated below, I hereby certify that my child/the Minor, is in good health and has no physical condition that would be of concern to the instructor, lifeguard, staff, management, or director or other such as may restrict, impair, limit or prevent participation in these Activities.

Please indicate if the Minor has any of the following:

Allergies ____ Medication ____ Chronic/Recurring Illness ____ Physical conditions that limit activity ____

If yes, please check and explain what provisions will be made to participate: _____

_____ In the event that the Minor is participating in Activities with any health indications above, I hereby consent to such participation fully understanding the additional risks and agree to make the required medical provisions and provide additional supervision and assistance necessary, to provide for the Minor's safe participation.

I hereby acknowledge that I fully understand that swimming has inherent risks which may include serious injury or death, and losses which may result not only from the minor's own actions, inactions or negligence, but also from the action, inactions or negligence of others, and the condition of the facilities, equipment, or areas where the event or activities are being conducted and/or the rules of play for this type of event or activity, and I willingly assume such risks, hazards and dangers both individually and on behalf of the Minor.

I hereby agree to: (i) release and discharge *The Swimmin' Hole LLC*, its agents, servants, employees, independent contractors, officers, directors, and all those volunteers or participants, whether acting individually or acting on its' behalf (collectively, the "Released Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorney's fees which are related to, arising from or in any way connected to the Minor's participation in the activities; (ii) waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participation in the Activities; and (iii) indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from the Minor's participation in the Activities.

I agree to use my own/the Minor's personal medical insurance as a primary medical insurance as a primary medical coverage payment if accident or injury occurs. Additionally, I consent to all necessary emergency medical treatment in the event that such care is required.

I hereby understand that it is the intent of this Agreement to be as broad and inclusive as is permitted by the laws of the State of Utah. I further agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I understand that this agreement shall be effective and binding upon the parties during the entire period of this and all future Activities the Minor participates in and shall renew itself annually unless specifically revoked by myself in writing to *The Swimmin' Hole LLC*.

By signing below, I agree that I have read and understand all the above information.

(Signature of Parent/Legal Guardian)

(Print Name of Parent/Legal Guardian)

(Date)