**30 to 2 LLC programming LIABILITY WAIVER AND RELEASE OF LIABILITY**

***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In consideration of permitting the Lifeguard Applicant/Trainee (hereinafter “Releasor”) to participate in the Lifeguard training and testing with the 30 to 2 LLC and *Members* defined as the following but not limited to lifeguards, staff, independent contractors, volunteers, interns, students affiliated with **30 to 2 LLC and Members** (hereinafter “Releasee”), the Releasor hereby agrees to and acknowledges the following:

1. acknowledge, and agree that your use of the **30 to 2 LLC and Members** services is at your sole and exclusive risk. In no event will **30 to 2 LLC and Members** be liable to you for any indirect, special, incidental, or consequential damages, or for any other losses or expenses that arise out of the use of the **30 to 2 LLC and Members** services.
2. There are risks inherent in the activities by lifeguards and swim instructors listed on the **30 to 2 LLC and Members** directory.These activities may be of a hazardous nature and/or may include activities such as swimming, swimming lessons, diving, and lifeguarding, lifeguarding training, lifeguarding instructor training and all other aquatic course training.
3. In no event will the **30 to 2 LLC and Members** be liable for any damages arising out of or relating to the services in connection with the **30 to 2 LLC and Members** services including but not limited to bodily injury, death, paralyzing injuries, and brain injuries. You are responsible for any accident, illness, injury, or death of any person or persons, or damage to or loss or destruction of any property arising or resulting from swimming, swimming lessons, diving, and/or lifeguarding directly or indirectly from your son(s)/daughter(s), friends, guests, invitees, and/or relatives participation in the aforementioned activities and occurring during said participation or any time subsequent thereto while such activities are being conducted at your request and direction.
4. **30 to 2 LLC and Members** shall not be liable for any damages related to, in connection with, or otherwise resulting from any use of the **30 to 2 LLC and Members** directory of lifeguards, instructors, volunteers. Interns, students regardless of the negligence, omission, misrepresentation, or error (either active, affirmative, sole, or concurrent) of **30 to 2 LLC and Members** even if **30 to 2 LLC and Members** has been advised of the possibility of such damages.
5. You agree to indemnify and hold **30 to 2 LLC and Members** harmless for any acts or omissions or errors. You further agree that any claim for injuries or damage shall solely be submitted to your own insurance company and that you shall be the sole source of any damages arising out of all services provided to you by **30 to 2 LLC and Members**.
6. You further agree to provide defense counsel for **30 to 2 LLC and Members** in the event any claim is brought against **30 to 2 LLC and Members**, arising from you using services provided by **30 to 2 LLC and Members**.
7. Releasor, by executing this “Waiver and Release of Liability”, will be engaging in the Lifeguard training, and testing entirely at his/her own risk. Releasor agrees that he/she is voluntarily participating in the Lifeguard training and testing which involves activities that have a risk of serious bodily injury, and that in the use of the Releasee’s facilities, equipment, and premises, the Releasor is assuming all the risks of injury, permanent disability, economic losses, illness, or death; and
8. Releasee shall not be responsible for the loss of any Releasor’s personal property; and
9. This “Waiver and Release of Liability” shall include, without limitation, any and all injuries which may occur as a result of: (a) Releasor’s use of the facilities and equipment of Releasee and Releasor’s participation in the Lifeguard training and testing, as well as any personal training or instruction; (b) the malfunctioning of any of Releasee’s equipment; (c) Releasee’s instruction, training, or supervision; and (d) Releasor’s tripping, slipping and/or falling while on the Releasee’s premises or areas where training and testing occur; (e) negligence/error or omission by the but not limited to the Releasee, staff, interns, students, independent contractor and or volunteer. (f) lifeguarding services during the class (including but not limited to negligence, omission, error, misrepresentation.
10. This waiver and release of liability includes but not limited to the Releasee and all employees/contractor/volunteers/students lifeguarding of the Releasee.
11. Signing this waiver relinquishes any right to prosecute in criminal or civil court.
12. **further more 30 to 2 LLC and Members are not responsible for the supervision of the participant if they go off site for lunch**

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

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Printed Name of Releasor Signature of Releasor Dated

or Student name

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Printed Name of Parent if under 18 Signature of Parent Dated

**\*\*\*\*\*\*If under 18 is the participant allowed to leave the premises without a parent for**

**1.** **lunch \_\_\_\_\_\_\_\_(YES OR NO)**

**2.** **if class ends early \_\_\_\_\_\_\_\_\_ (YES OR NO)**