



**FACILITY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL
CONSENT AGREEMENT ("AGREEMENT")**

Swim-Inn - 2025

*Participant First Name: _____ Last Name: _____

*Parent/Guardian First Name: _____ Last Name: _____

Address: Street: _____ City: _____ State: _____ Zip: _____

*Email Address: _____ *Phone: (C) _____

*Participant *Date of Birth _____

IN CONSIDERATION of signing myself and/or my child ("**Participant**") up for Swim Lessons ("**Lessons**"):

On behalf of Participant:

1. I Acknowledge, Agree, and Represent that I understand the nature of swim lessons and that Participant is qualified, in good health, and in proper physical condition to participate in the Lessons. I further Agree and Warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Lessons.
2. I fully understand that during the swim lessons, **NO LIFEGUARD WILL BE ON DECK.**
3. I Fully understand that: (a) **swim lessons involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death both foreseeable and unforeseeable ("Risks")**; (b) these Risks and dangers may be caused by Participant's own actions or inaction's, the condition in which the activities take place, or the **negligence of the Releasees as defined below**;
4. I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur resulting from participation by the Participant in the activities.
5. **Covid-19 Acknowledgement.** I fully understand that the Coronavirus (a/k/a Covid-19) is a risk with any activities that are not solitary. I acknowledge that Swim-Inn has and will continue to take every possible precaution to keep Participant healthy. I represent that neither I nor Participant has a fever, has had a fever or been sick in the last ten (10) days; and I represent that no family member with

which Participant has come in contact has had any symptoms of Covid-19. I hereby promise to advise Swim-Inn of any changes should they occur.

6. I Hereby release, discharge, and covenant not to sue Swim-Inn, their respective administrators, directors, agents, officers, members, volunteers, and employees, owner and lessors of premises on which the Lessons take place, (each a "**Releasee**" collectively "**Releasees**" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

Consent: I the undersigned parent or guardian/participant hereby grants authority to the staff at Swim-Inn to render a judgment concerning medical assistance or hospital care in the event of an accident or illness whether I am present or otherwise.

Signature _____ Date _____ Participant and/or
Parent/Guardian Signature (if participant is under 18 yrs.)

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THESE SPORTS AND RECREATION ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I CERTIFY THAT I HAVE (OR MY CHILD HAS) ADEQUATE INSURANCE TO COVER ANY INJURY, MEDICAL OR PHYSICAL CONDITION THAT MAY ARISE OUT OF PARTICIPATION IN SWIM LESSONS. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Signature _____ Date _____ Participant and/or
Parent/Guardian Signature (if participant is under 18 yrs.)