

Release Form

Liability Waiver

Name of Participant _____ Birth date _____

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In consideration of being allowed to enter and participate in the swimming lessons provided by Miss Sue's Swimming located at 7857 S. Lamar Rd., the undersigned agrees as follows:

I am aware of that there is a risk of injury when participating in the swimming lessons provided by Miss Sue's Swimming and the other activities near or in Sue Opincar's pool, and I am aware that such injuries include, but are not limited to, bruises, cuts, scrapes, broken bones and even more serious injuries such as drowning or death. I knowingly accept these risks, whether known or unknown, on behalf of myself and on behalf of my child(ren) or ward(s), including the risks that may arise from another participant's negligence. I understand that participation in this program is strictly voluntary, and I freely choose to participate and/or have freely chosen to allow my child(ren) or ward(s) participate.

I, the undersigned, and my heirs and assigns, hereby release and hold harmless Miss Sue's Swimming, Sue Opincar, and any other people officially connected with Miss Sue's Swimming from any and all liability for injury from whatever source or death which might occur to myself, my child(ren), or my ward(s) while participating in any activities provided by Miss Sue's Swimming or near or in Sue Opincar's pool, including any injury caused by the negligence of Miss Sue's Swimming, Sue Opincar, her employees or agents.

I agree that I will be responsible for any and all medical costs I, my child(ren), or my ward(s) incur as a result of my/their participation in any activities provided by Miss Sue's Swimming or which occur near

or in Sue Opincar's pool. I further agree to reimburse Miss Sue's Swimming, Sue Opincar, her employees, and agents for any legal fees, including court costs, that they may incur in the defense of any claim, cause or action, or demand waived under this Liability Waiver. In the event that litigation is brought against Miss Sue's Swimming, Sue Opincar, her employees and agents for any reason, I agree to bring such action in Rutherford County, Tennessee. I further agree that if any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deleted and the remainder of this Agreement shall remain in full force and effect.

Signature of Parent or Guardian Date

Printed Name of Parent or Guardian