

# Assumption of Risk, Complete Waiver, and Agreement not to Sue, and Indemnity Agreement

## READ THIS CAREFULLY- IT AFFECTS YOUR LEGAL RIGHTS.

In return for the license to use the property, facilities and services (the "Facilities") of the Operator of this or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"). The undersigned legal or acting Guardian ("GUARDIAN"), for themselves, the child named below ("PARTICIPANT"), their and the child's heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from a stationary object; the negligent or deliberate acts of another person; the unavailability of emergency medical care; the collision of another person;

2. RELEASE OPERATOR, Affiliates, officers, directors, employees, and operators, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;

3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use of the Facilities by any other party, including other PARTICIPANTS, or by negligent acts of OPERATOR or by PARTICIPANT;

4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;

5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgements, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANT's Use or presence upon the Facilities;

6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently willfully or otherwise, including bowel movement (\$350 charge);

7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge for myself and the PARTICIPANT that we are cognizant of all the inherent dangers of swimming offered to PARTICIPANT and the basic safety rules for swimming instruction (and if not we will advise OPERATOR and request further assistance so that WE may fully understand them). In the event of any accident which may require immediate medical/dental or any other emergency care, in which the legal guardian cannot be notified in a reasonable amount of time through reasonable means, the undersigned hereby authorizes to take all necessary actions as it relates to immediate medical/dental care, transportation and emergency medical services as warranted in the course of care of the child named below. The undersigned realizes and agrees that he/she shall be responsible for all fees and expenses as they relate to this paragraph. I agree that we will not participate in any events or utilize the facilities if PARTICIPANT is under the influence of drugs or alcohol, or if there is any other physical condition that may impair PARTICIPANT's ability to understand instructions or to participate without creating risk to others or him or herself.

8. Awesome Otters is not responsible for any videos or photos that are taken of your children while at Awesome Otters Swim School. Also if your child's picture or video is used on the Awesome Otters website there will be no royalties or monetary compensation owed.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT MAKING THIS AGREEMENT WE SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I, GUARDIAN, AM OF LAWFUL AGE, AND AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT WE UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL; THAT WE HAVE SIGNED THIS AGREEMENT AS OUR OWN FREE ACT AND IF WE HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, WE WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Guardian's Signature \_\_\_\_\_ Childs Name \_\_\_\_\_

Guardian's Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Session # \_\_\_\_\_