

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned parent of minor participant, request voluntary participation for my minor to participate in swim classes given by my instructor at Swim with Summer, LLC. This agreement is valid while the minor participant, parent, and accompanying guardian are on the property utilized by Swim with Summer, LLC. I consent to my/minor’s participation in the activities and acknowledge that the minor and I fully understand my/minor’s participation may involve risk of serious injury or death, including losses which may result not only from my/minor’s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the swim instructor, before I sign this document and before any activities begin.

Release – Minor’s Rights: In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Swim with Summer, LLC and its owner, employees, volunteers, other participants, and agents (collectively, the “Released Parties”), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant and accompanying guardian may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities, and while on the property utilized by Swim with Summer, LLC. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor & name of parent) (Signature of parent) (Date)

Release – Parents’/Guardians’ Rights: In consideration of allowing Minor Participant to participate in this, and any, Swim with Summer event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and 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 from Minor Participant’s participation in the activities. I also agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I certify that my/minor is in good health and has no physical or other condition/s that would prevent his or her safe participation in any and all Swim with Summer, LLC activities. Furthermore, I certify that my/minor will have medical insurance coverage while on property and/or participating in Swim with Summer, LLC events. I agree to use my and my minor’s personal medical insurance as a primary medical coverage payment if accident or injury occurs to my minor, guardian, and myself. I consent to emergency medical treatment in the event such care is required for my minor, his or her accompanying guardian, and myself.

(Print name of minor & name of parent) (Signature of parent) (Date)

Indemnification by Parent/Guardian: The undersigned parent further agrees to 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 Minor Participant’s participation in the activities and minor’s presence and minor’s accompanying guardian’s presence on the property utilized by Swim with Summer, LLC. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Print name of minor & name of parent) (Signature of parent) (Date)