

SPLASH SWIM SCHOOL, INC.
AGREEMENT AND RELEASE OF LIABILITY AND CONSENTS



Child's Name(s): _____

Agreement and Release of Liability:

The undersigned, who is either the parent or legal guardian of the above named child/children (the "Child"), on behalf of myself and the Child, acknowledge that I have voluntarily enrolled the Child in the swimming lessons, swim parties, and/or family night swim (collectively, the "Swim Activities") offered by Splash Swim School, Inc. ("Splash Swim School").

I AM AWARE THAT THE SWIM ACTIVITIES INVOLVE RISK. I AM VOLUNTARILY ALLOWING THE CHILD TO PARTICIPATE IN THE SWIM ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT, ON BEHALF OF MYSELF AND THE CHILD, ANY AND ALL RISKS OF INJURY OR DEATH TO THE CHILD. I DO NOT KNOW OF ANY MEDICAL OR HEALTH REASON WHICH WOULD AFFECT, LIMIT, OR PROHIBIT THE CHILD'S PARTICIPATION IN THE SWIM ACTIVITIES.

As consideration for being permitted by Splash Swim School to participate in the Swim Activities and use the related facilities, I hereby, on behalf of myself and the Child, irrevocably and unconditionally release, waive, relinquish, and discharge from liability and covenant not to make a claim against, sue, or attach the property of: (i) Splash Swim School, and/or its successors or assigns; and (ii) Splash Swim School's officers, directors, shareholders, employees, or agents, and/or their successors and assigns ((i) and (ii) shall be referred to as the "Released Parties"), from any and all claims, demands, rights, actions, suits, causes of actions, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of the Child's participation in the Swim Activities, including the alleged negligence of Splash Swim School, to the maximum extent allowed by law.

I, ON BEHALF OF MYSELF AND THE CHILD, HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF THE CHILD AND OF MY OWN FREE WILL.

Consent for Emergency Medical Treatment:

I hereby give my consent to Splash Swim School, and/or its officers, directors, shareholders, employees, and/or agents, to obtain all emergency medical or dental care prescribed by a duly licensed physician or dentist for the Child. In the event that the Child receives any treatment authorized by this consent, I will promptly reimburse Splash Swim School, and/or its officers, directors, shareholders, employees, or agents in the event that it and/or they incur costs relating to any such treatment provided to the Child.

Photography/Videography Consent:

I hereby irrevocably and unconditionally: (i) consent to the use for advertising purposes of any and all photographs and/or videos which may be taken of the Child at Splash Swim School, without restriction as to frequency and/or duration; (ii) waive any right to inspect or approve the photographs and/or videos prior to their use; and (iii) waive any and all rights to compensation in connection with Splash Swim School's use of the photographs and/or videos for advertising.

Miscellaneous:

I agree to defend, indemnify, and hold harmless the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this agreement shall be binding on my, and the Child's successors and/or assigns.

Signature of Parent or Guardian: _____ Date: _____

Printed Name: _____