



## **PARTY WAIVER AND RELEASE OF LIABILITY**

PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING AND ACCEPTING THE FOLLOWING:

I am the parent or legal guardian of the participant(s) listed below (“**Participant**”) who is participating in a party or similar social gathering located at a facility used or operated by a Saf-T-Swim Swim School program. Use by the Participant and/or me of the facility, services, equipment, or premises used or operated by a Saf-T-Swim Swim School program, and such use or visit to a Saf-T-Swim Swim School program, involve swimming, which is a hazardous activity. As such, I recognize that there are risks inherent in the sport of swimming, including but not limited to, minor injuries, major injuries, paralyzing and catastrophic injuries, and death.

Further, I, individually and on behalf of the Participant, understand and voluntarily accept these risks. Accordingly, I, individually and on behalf of the Participant, do hereby waive, release, indemnify, and forever hold harmless Saf-T-Swim, LLC and each of its affiliates, and their respective owner(s), directors, officers, agents, employees, representatives, successors and assigns, administrators, and executors (collectively, the “**Released Parties**”), from all liabilities and claims for any injuries, losses, death, damages, or costs (including reasonable attorneys’ and experts’ fees) to myself, the Participant, my spouse, child, guests, unborn child(ren), or relatives which arise out of or are incident to the Participant’s participation in any activities conducted by or at the premises of any Saf-T-Swim Swim School program or my attendance at any activities conducted by or at the premises of any Saf-T-Swim Swim School program, including those caused by any negligent act or omission by any of the Released Parties or as a result of a defective product. This provision will apply to ordinary acts of negligence but will not apply to gross acts/omissions of negligence, willful, or wanton acts/omissions or those of an intentional/criminal nature.

## **AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT**

In the event of a medical emergency involving the Participant, I hereby grant authorization to Saf-T-Swim, LLC and any of its affiliates, and any of their respective officers, employees, or agents, to employ any legally licensed physician or health care facility on behalf of the Participant, and to direct and/or order emergency medical treatment for the Participant. I agree to pay all costs associated with any medical treatment for the Participant, including any transportation and medical facility costs. Further, I acknowledge and agree that neither Saf-T-Swim, LLC and any of its affiliates, nor any of their respective officers, employees, or agents, will be liable under any circumstances to anyone for exercising the foregoing authority in the event of an emergency involving the Participant.

## **CONSENT TO USE OF IMAGE OR LIKENESS OF PARTICIPANT**

I understand that photography and audio and video recordings are occasionally taken at the Saf-T-Swim Swim School for promotional and marketing purposes. I hereby agree, individually and on behalf of the Participant, that the image, likeness, or statements of myself, the Participant, and any member of my family may be used by Saf-T-Swim, LLC and any of its affiliates, and any franchisees of such affiliates, in promotional and marketing materials in any form or medium, whether now or hereafter existing, including but not limited to printed materials, digital content and social media postings.



### COMPREHENSIVE ACKNOWLEDGMENT

I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION, ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. BY SIGNING HERE, I UNDERSTAND THAT THE INFORMATION PRESENTED WILL GOVERN MY RELATIONSHIP AND THE PARTICIPANT'S RELATIONSHIP AND INTERACTIONS WITH THE SAF-T-SWIM SWIM SCHOOL PROGRAM. IN THE EVENT THAT I HAVE ALREADY ENTERED INTO THAT CERTAIN SAF-T-SWIM SCHOOL POLICIES, PROCEDURES, RELEASE OF LIABILITY AND FEE AGREEMENT ("**POLICIES AGREEMENT**"), I UNDERSTAND AND AGREE THAT THIS PARTY WAIVER AND RELEASE OF LIABILITY SHALL SUPPLEMENT AND BECOME A PART OF SUCH POLICIES AGREEMENT AND WILL NOT BE DEEMED TO BE A SEPARATE AGREEMENT FROM SUCH POLICIES AGREEMENT.

Participant(s) Name: \_\_\_\_\_

Participant(s) Parent/Legal Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

Participant(s) Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_