

**Aquatic Adventures Scuba & Swim, LLC**

**SWIM LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby affirm that I am aware that swimming or playing in or around a swimming pool has inherent risks which may result in serious injury or death.

I understand that if I or my children are to participate in swimming activities, and/or play in or around a swimming pool, injuries can occur including, but not limited to, sunburn, slips and falls, panic, hyperventilation, diving injuries, lung injuries, heart attacks or drowning.

I understand and agree that neither my nor my children's instructor, \_\_\_\_\_, the facility through which I receive my (or my child's) instruction, Aquatic Adventures Scuba & Swim, LLC, nor any respective employees, officers, agents, contractors or assigns, (herein referred to as "Released Parties") may be held responsible in any way for any injury, death, or other damages to me, my child, my family, estate, heirs, or assigns that may occur as a result of my or my child's participation in these swim lessons or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in these lessons, I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I or my children are a participant in the program.

I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this program.

I understand that swimming is a strenuous physical activity that I or my child will be exerting during the swim lessons, so if I or my child are injured in any way that I expressly assume the risk of said injuries and that I will not hold the above Released Parties responsible for the same.

I understand that if children in my care are playing in or around the swimming pool, while other students are in swim lessons, that I will be fully responsible for supervising said children.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of the Agreement is found unenforceable or invalid, that provision shall be severed from the Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY OR MY CHILDREN'S INSTRUCTOR, \_\_\_\_\_, THE FACILITY THROUGH WHICH I RECEIVED MY OR MY CHILDREN'S INSTRUCTION, Aquatic Adventures Scuba & Swim, LLC, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date