

**This is a sample for preview only. During the registration process, you will be directed to a secure website to provide an electronic signature.**

## **WAIVER AND RELEASE OF LIABILITY**

### **ASSUMPTION OF RISK**

THE USE OF ANY FACILITIES, SERVICES, EQUIPMENT, OR PREMISES USED BY SMALL FRY SWIMMERS, LLC (COLLECTIVELY, THE "FACILITIES"), AND YOUR PARTICIPATION IN OR VISIT TO SWIM LESSONS INVOLVE THE RISK OF INJURY OR ILLNESS TO YOU AND YOUR CHILD, WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES OR ILLNESS TO MAJOR INJURIES OR ILLNESS, INCLUDING CATASTROPHIC INJURIES SUCH AS DROWNING AND DEATH. YOU UNDERSTAND AND VOLUNTARILY ACCEPT THESE RISKS AND AGREE THAT SMALL FRY SWIMMERS, LLC, THE OWNERS AND OPERATORS OF THE FACILITIES, THE ENTITIES LISTED BELOW, AND SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, PROPERTY OWNERS, MANAGERS, AGENTS AND INDEPENDENT CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES") WILL NOT BE LIABLE FOR ANY INJURY OR ILLNESS (INCLUDING, WITHOUT LIMITATION, PERSONAL BODILY OR MENTAL INJURY), ECONOMIC LOSS OR ANY OTHER DAMAGE (COLLECTIVELY, "LOSSES") TO YOU, YOUR SPOUSE, CHILD, GUESTS, UNBORN CHILD(REN), OR RELATIVES, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE OR BY ANYONE AT OR USING THE FACILITIES.

In addition to the terms above, you represent that you and your child are in good physical condition and that there is no medical condition or impairment that might prevent you or your child from participating in swim lessons or using the Facilities. You further acknowledge that the Released Parties have not given you or your child medical advice related to your physical condition and ability to participate. If you have any health or medical concerns now or later, discuss them with your doctor.

**WAIVER OF ACTION.** You understand that by signing this agreement, you covenant and agree that you along with any heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Released Parties, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to person or property, or both, which may result from participation in swim lessons or use of the Facilities.

**INDEMNIFICATION.** YOU AGREE TO DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY LOSS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, SUSTAINED BY THE RELEASED PARTIES, OR ANY ONE OR MORE OF THEM, AS A RESULT OF ANY RESCISSION OF THIS AGREEMENT OR BREACH OF ITS COVENANTS OR AGREEMENTS.

**NO GUARANTEE.** You understand that the Released Parties make no guarantees, expressed or implied, whatsoever as to any child's ability to swim or survive any unsupervised aquatic accident. You understand that even when a child completes his/her lessons with Small Fry Swimmers, LLC, he/she still needs uninterrupted and constant adult supervision anytime he/she is in or around a body of water.

**MEDICAL ATTENTION.** You agree that the Released Parties are authorized to secure appropriate medical attention for you or your child in the event of an accident, illness or injury while at the Facilities. You shall be responsible for any and all costs of medical coverage and treatment provided not covered by your insurance.

**IMAGE RELEASE.** You further agree that the Released Parties shall have the right to take photographs, electronic images and/or video recordings of your child’s participation in swim lessons and to use these photos, images and/or videos for promotional and/or educational purposes, including but not limited to printed and/or electronic publications and website entries.

If any provision of this agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid or unenforceable provision were omitted.

**GOVERNING LAW:** The validity, interpretation, construction and enforcement of this agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this agreement shall be in Dallas County, Texas.

The Released Parties under this agreement include, but are not limited to the following: Small Fry Swimmers, LLC, Infant Aquatics, LLC, Dallas Infant Aquatics, LLC.

**I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION. I ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. I UNDERSTAND THAT THE INFORMATION HEREIN WILL GOVERN MY RELATIONSHIP AND THE RELATIONSHIP OF ANY PARTICIPANTS WITH SMALL FRY SWIMMERS, LLC. MY ACCEPTANCE HERE IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE AND SUPERSEDES ANY OTHER AGREEMENT, WRITTEN OR ORAL, THAT MAY HAVE BEEN PRESENTED TO ME WITH RESPECT TO MY RELATIONSHIP WITH SMALL FRY SWIMMERS, LLC.**

Participant Name: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

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