

RELEASE AND WAIVER OF LIABILITY • WaterSafe Swimming, LLC

Participant Name _____ (the "Participant") Parent(s)/Guardian(s) Name(s) _____

Age _____ Gender (please circle one): Male Female

Phone _____ E-mail _____

Address _____ City _____ State _____ Zip _____

Emergency Contact _____ Phone _____

In consideration for being permitted to participate in the instructional swim program (the "Activity"), operated by WaterSafe Swimming, LLC (the "Company") and/or otherwise being granted permission to enter the facilities and/or premises located at 3912 Briar Oak Drive, Birmingham, Alabama 35243 (the "Facilities"), I expressly and voluntarily agree to the following provisions (collectively, the "Agreement"):

STATEMENT OF QUALIFICATION. The person(s) signing below understand the nature of the Activity and represent that the Participant is in good health and in proper physical condition to participate in the Activity; does not have any known heart, leg or back problems, or any other injuries, illnesses or conditions that may affect the Participant's ability to safely participate in the Activity; and is not under the influence of any medicine or drugs that may impair the Participant's ability to safely participate in the Activity. I understand that if I have any questions about whether the Participant is in proper physical condition and/or whether the Participant has any injuries, illnesses or other conditions that may affect the Participant's ability to safely participate in the Activity, it is my responsibility to consult a physician before participating. I also represent that the information above is complete and accurate.

ASSUMPTION OF RISK. I fully understand that the Activity and use of the Facilities involves inherent and other risks, hazards and dangers to myself and/or the Participant, property and other people that may include but are not limited to: equipment and/or Facilities malfunction or misuse; water hazards; falling; slipping; tripping; impacting or being impacted by objects or other participants; property damage; inadvertent and/or unwelcome touching; latent or apparent defects in the equipment and/or Facilities; panic and/or hurt feelings; serious emotional trauma and/or bodily injury; physical injury; unavailability of immediate medical attention; permanent disability; partial or total paralysis; illness; disease; scrapes; cuts; bruises; bites; stings; broken bones; sprains; neurological damage; death; adverse weather conditions; my own and the Participant's actions, inactions and/or negligence; actions, inactions and/or negligence of other participants and/or the Company. I understand that there may be risks that are not known or reasonably foreseeable at this time. I hereby acknowledge, agree and represent that I have, or immediately upon entering or participating will, inspect and carefully consider such premises and Facilities. It is further warranted that such entry into the Facilities for observation or use of any facilities or equipment or participation in such Activity constitutes an acknowledgment that such premises and all facilities and equipment thereon and such Activity have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and the Participant. **I agree freely and voluntarily to enter the Facilities and/or participate in the Activity in spite of the inherent risks. I acknowledge the above risks and fully accept and assume all risks and all responsibility for losses, costs and damages that I and the Participant may incur as a result of participation by the Participant and I in the Activity and/or my use and the Participant's use of the Facilities.**

RELEASE AND WAIVER OF LIABILITY & PROMISE NOT TO SUE. I, on behalf of myself, the Participant, my family member(s), my personal representatives, heirs, executors, administrators, estate, assigns, and any and all other persons and entities (collectively and individually, the "Releasing Parties") **HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Company and the homeowners at the Facilities, and their successors, assigns, affiliates, administrators, directors, officers, members, managers, agents, volunteers, heirs, executors, administrators, estate, personal representatives, and employees (collectively and individually, "Released Parties") from all liability, claims, demands, losses, or damages, which arise out of, or are connected in any way to my participation, or the participation of the Participant, in the Activity and/or my presence at or use, or the presence at or use by the Participant, of the Facilities, including but not limited to claims that arise out of **NEGLIGENT** actions and/or inactions of Released Parties to the fullest extent permitted by law.

INDEMNITY. I, on behalf of myself and all other Releasing Parties agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims brought by, or on behalf of the Releasing Parties, for any injury, damage, death or other loss in any way connected with my participation, or the participation of the Participant, in the Activity and/or my presence, or the presence of the Participant, at the Facilities, including but not limited to claims arising out of **NEGLIGENT** actions and/or inactions of the Released Parties to the fullest extent permitted by law.

CHOICE OF LAW, FORUM SELECTION & SEVERABILITY. Subject to the paragraph entitled **RELEASE AND WAIVER OF LIABILITY & PROMISE NOT SUE**, I agree that any claim based upon or arising out of the Agreement and/or the Participant's involvement in the Activity will be brought in a court of appropriate jurisdiction in Birmingham, Jefferson County, Alabama; any objections to venue and personal jurisdiction in such forum are expressly waived; and any such claims shall be subject to the Alabama Constitution as well as statutory and common law of Alabama, including but not limited to all applicable immunities afforded by Alabama law. I also agree that if any portion of this Agreement is determined to be invalid, void or unenforceable for any reason, the remainder the Agreement shall continue in full force and effect.

FOR PARTICIPANT (PARTICIPANTS AGE 14 AND OVER MUST SIGN). I have carefully read and voluntarily agree to each of the provisions contained in the Agreement.

PARTICIPANT'S SIGNATURE _____
DATE

PARENT/GUARDIAN SIGNATURE REQUIRED FOR MINOR PARTICIPANT (UNDER AGE 19 AT TIME OF PARTICIPATION). I, as parent/guardian with legal responsibility for this Participant, have carefully read, understand and voluntarily agree to each of the provisions contained in the Agreement on behalf of myself and the Participant. I further acknowledge that each of the provisions in the Agreement shall be effective and binding upon me and each of the Releasing Parties.

PARENT/GUARDIAN'S NAME _____
PARENT/GUARDIAN'S SIGNATURE _____
DATE