



# Waiver and Release of Liability Assumption of Risk and Indemnity Agreement

THIS FORM IS TO BE USED FOR ALL LEVELS OF SWIMMING

I \_\_\_\_\_ HEREBY acknowledge that SWIMMING IS A POTENTIALLY DANGEROUS ACTIVITY and involves risk.

▲ PARTICIPANT'S NAME

I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE SSI (Swim Schools International), \_\_\_\_\_ the swim school, or any of its officers, teachers, swim professionals or employees (the Releasees) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED SWIMMING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

▲ SWIM SCHOOL

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related swimming activities, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise, I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related swimming operations, whether caused by the negligence of the Releasees or otherwise.

This Waiver and Release of Liability, Assumption of Risk extends to all acts of negligence by Releasees, and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I UNDERSTAND and agree that the Swim School and their affiliated Swim Teachers, associated with the program in which I am participating, are licensed to use various trademarks and to conduct swim training, but are not agents, employees or franchisees of SSI or its parent, subsidiary and affiliated corporations ("SSI").

I FURTHER UNDERSTAND that the Swim School and their affiliated Swim Teachers business activities are independent, and are neither owned nor operated by SSI, and that while SSI establishes the standards for swim programs, it is not responsible for, nor does it have the right to control, the operation of the business activities and the day-to-day conduct of SSI programs and/or supervision of swimmers by the Swim School and their affiliated Swim Teachers or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold SSI liable for the actions, inactions or negligence of the Swim School and their affiliated Swim Teachers and other affiliated personnel associated with the activity.

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the swim teacher the risk in the swimming course.

**Participant's Name** \_\_\_\_\_ **Date** \_\_\_\_\_

▲ Name (PLEASE PRINT)

▲ (SIGNATURE REQUIRED)

▲ ( DD / MM / YY )

## JUNIOR RISK AWARENESS VERIFICATION

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees. Additionally, I understand the risks of injury while swimming and have had the opportunity to personally discuss the swimming activities or instructional program with the swim teacher prior to commencement of the minor child's swimming activities.

**Mother's Name** \_\_\_\_\_ **Date** \_\_\_\_\_

▲ Name (PLEASE PRINT)

▲ (SIGNATURE)

▲ ( DD / MM / YY )

**Father's Name** \_\_\_\_\_ **Date** \_\_\_\_\_

▲ Name (PLEASE PRINT)

▲ (SIGNATURE)

▲ ( DD / MM / YY )

**Guardian's Name** \_\_\_\_\_ **Date** \_\_\_\_\_

▲ Name (PLEASE PRINT)

▲ (SIGNATURE)

▲ ( DD / MM / YY )

**\* NOTE:** This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the guardian.