

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")



I and/or my minor child agree to participate in swim lessons, swim classes, swim teams, parties, open swims, lap swimming, certification classes, rentals, and all reasonably related activities ("Swim Activities").

In consideration of participating in Swim Activities at the Farber Swim School, I represent that I understand the nature of the Swim Activities and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such Swim Activities. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Swim Activities.

I and/or my minor child fully understand that the Swim Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of other participants, the conditions in which the activity takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and/or my minor child incur as a result of my and/or my minor child's participation in the Swim Activities.

I authorize any representative of Farber Swim School to have the participant and/or minor child treated in any medical emergency during their participation in Swim Activities. Further, I agree to pay all costs associated with medical care and transportation for the participant.

I hereby release, discharge, and covenant not to sue Farber Swim School, its owners, coaches, officers, agents, directors, volunteers, and employees, other participants, and owners and lessors of premises on which the Swim Activities take place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and medical care and transportation; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have provided in writing to Farber Swim School advance notice of any medical/health problems of Participant and/or minor child that might affect his or her ability to safely participate in the Swim Activities.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.