

## **SWIMFIT, L.L.C.**

### **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that in using the swimming pool amenities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and/or your guests might sustain as a result of using any and all amenities connected with and associated with the swimming pool. The "swimming pool" and amenities include bathrooms, patio tables, chairs, and the area inside the fence enclosure surrounding the pool.

I and my guests, family members, and wards, agree to abide by all rules of SwimFit related to the swimming pool and its use. I understand that SwimFit, L.L.C., Cynthia Brown and anyone teaching lessons/classes on her behalf, as well as the home and pool owner, Gerald Johnson, and employees, volunteers, independent contractors, and representatives retain the right to suspend or expel swimming pool users from use of the swimming pool amenities for failure to comply with the pool rules.

#### **DISCLAIMER CLAUSE**

Neither SwimFit, LLC, Cynthia Wilson Brown (hereinafter referred to as "SwimFit") nor her employees or independent contractors, nor Gerald Johnson, volunteers and representatives (hereafter referred to as the "Association") are responsible for any injury, loss or damage of any kind sustained by any person while utilizing the Association's swimming pool amenities, including injury, loss or damage which might be caused by the negligence of the Association, its employees, volunteers, independent contractors, or its guests/patrons.

#### **WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE: DROWNING, NEAR DROWNING, SPINAL INJURY AND IN SOME CASES, DEATH.**

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming and using the pool amenities. I also understand that in order to be allowed to use the swimming pool, I must give up my rights to hold SwimFit or the Association and its directors, employees, volunteers, and independent contractors liable for any injury or damage which I, my family members, my guests, or my wards may suffer while utilizing the swimming pool amenities. **I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the swimming pool. I further agree to waive and relinquish all claims against the Association that I, my family members, or my guests may have as a result of using the swimming pool.**

#### **INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for SwimFit allowing me to take classes and for the Association allowing me to voluntarily utilize its swimming pool amenities, I and my guests, wards, and members of my party agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my use of the swimming pool amenities, even though such risks may have been caused by the negligence of SwimFit or the Association;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I, my family members, or my guests may sustain while using the swimming pool amenities, even though such injury, loss or damage may have been caused by the negligence of SwimFit or the Association;
3. **TO INDEMNIFY AND HOLD HARMLESS SwimFit and the Association, its employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my use of the Association's swimming pool amenities, even though such claims, demands, actions and costs may have been caused by the negligence of SwimFit and/or the Association.**

**I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had against SwimFit, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the swimming pool amenities.**

**This Release and waiver constitute a complete release, discharge and waiver of any and all actions or causes of action against SwimFit or the Association.**

**I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my family members, wards, or my guests may suffer, even if caused by the negligent acts or omissions of others.**

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my family members, ward(s) or my guests while utilizing the swimming pool amenities.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any tutor(rix) for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold SwimFit and the Association harmless from any and all liability or costs, including attorney's fees, associated with or arising from my use of the swimming pool amenities. I agree to pay SwimFit's attorney fees (including the attorney of SwimFit's choice) in the event there is a claim or lawsuit arising from the use of the swimming pool amenities by me, my family, my guests, or my ward(s).

**I do hereby fully release and forever discharge the Association from any and all claims for injuries, damages, or loss that I, my family members, my guests or my ward(s) may have or which may accrue to me or any minor child/ward under my care and arising out of, connected with, or in any way associated with the swimming pool amenities.**

**ACKNOWLEDGEMENT**

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the swimming pool amenities. Knowing this and in consideration of being permitted to use the swimming pool, I hereby voluntarily release SwimFit and the Association from any and all liability resulting from or arising out of my (including my guests, family members, wards) use of the swimming pool amenities.

I understand and agree that I am releasing not only SwimFit, but also Gerald Johnson and its employees, volunteers, independent contractors and representatives.

**I have read both pages and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

**I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT.** It is binding upon me as well as upon my heirs, executors, administrators, assigns, wards, and representatives in the event of my death or incapacity. **I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, AND BY SIGNING THIS AGREEMENT I AM AGREEING TO ABIDE BY THESE TERMS.**

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and ward(s).

\_\_\_\_\_  
Signature of Parent, Grandparent or Guardian, or student, if over 18 years of age

\_\_\_\_\_  
Printed Name and relationship to student(s)

\_\_\_\_\_  
Age: \_\_\_\_\_  
Printed name of student #1

\_\_\_\_\_  
Age: \_\_\_\_\_  
Printed name of student #2 (if more than one student)

\_\_\_\_\_  
Age: \_\_\_\_\_  
Printed name of student #3

\_\_\_\_\_  
Age: \_\_\_\_\_  
Printed name of student #4

Session student(s) is (are) signed up for (Group number and letter, like "2A", or Just "Private"): \_\_\_\_\_,  
Date and time: \_\_\_\_\_

**Initial: I understand that if I change or cancel a class I've signed up for, there is a \$5 fee.**

Comments (Is there anything the instructor needs to know about the student to better teach him/her?):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_