

## DOLPHINZ SWIM SCHOOL, INC. Patron Release of Liability and Assumption of Risk

In consideration for being permitted to enter and remain upon DOLPHINZ SWIM SCHOOL premises and to participate in related activities (collectively, "Activities") conducted by and at **DOLPHINZ SWIM SCHOOL, INC.**

**ASSUMPTION OF RISK:** I agree that I and/or my child/ward am voluntarily participating in the activities offered by DOLPHINZ SWIM SCHOOL including, but not limited to, the use of the swimming pools, equipment, facilities, and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur. I have full knowledge of the nature and extent of all risks associated with swimming including but not limited to: accidents involving drowning; head, neck, or back injuries, including resulting paralysis; slipping and falls; contact with other participants and DOLPHINZ SWIM SCHOOL staff; and injury/illness arising out of the condition of the pool and facilities. I further acknowledge that the above list is not inclusive of all possible risks associated with swimming and that the above list in no way limits the extent of reach of this release and covenant not to sue. I have explained these risks to my child/ward. In spite of the risks mentioned above, I freely want to participate in the activities and, as such I assume all of the responsibility for injury or death that may result.

**RELEASE OF LIABILITY:** I understand that myself and/or child/ward will be engaging in recreational and sporting activities within the meaning of C.R.S. § 33-41-103 while using the DOLPHINZ SWIM SCHOOL facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may arise out of my and/or my child's/ward's participation in the Activities and/or that may arise against DOLPHINZ SWIM SCHOOL, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessons, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED Parties"). I hereby agree to **release, indemnify and hold harmless**, including attorney fees and costs, **and discharge** DOLPHINZ SWIM SCHOOL and the Released Parties, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate.

This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Released Parties or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping, and/or falling while in the facility or on the surrounding premises. This release of liability also expressly includes, but is not limited to, a release for any and all claims arising out of or under the C.R.S. § 33-41-103.

I further grant DOLPHINZ SWIM SCHOOL, INC. the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation, limitations or compensation. I will inspect the portions of the facility that I intend to use prior to my using and will immediately report any defect to management.

I am in good physical condition for the activity in which I will be participating and certify that I do not have any medical condition that may preclude me from participating.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST **DOLPHINZ SWIM SCHOOL, INC.** SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY DOLPHINZ SWIM SCHOOL, INC. IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

This release and parental/guardian Waiver is made in accordance with C.R.S. § 33-41-103. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and my child/ward to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Released Parties against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, any other party, related in any way to my and/or my child's/ward's use of the DOLPHINZ SWIM SCHOOL facility. I further understand that no person has permission to use the DOLPHINZ SWIM SCHOOL facility without an effective and validly signed Release and parental/Guardian Waiver of Liability.

### Guardian Information

Print name of Adult \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Participant Information

Print Name of Participant \_\_\_\_\_ DOB of participant \_\_\_\_\_  
Print Name of Participant \_\_\_\_\_ DOB of participant \_\_\_\_\_

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Print Name of Participant \_\_\_\_\_ DOB of participant \_\_\_\_\_

Signature of participant over 18 or Parent/Legal Guardian of Minor: \_\_\_\_\_ Date \_\_\_\_\_