

# SWIM LESSON WAIVER/ RELEASE OF LIABILITY



**ASSUMPTION OF RISK** The undersigned states that he/she understands that Mermaid Academy LLC and its/their officers, employees, and agents, is/are not and shall not be responsible for or liable for any illness, death, injury to person or damage to property arising from, related to, or resulting from the programs provided and the undersigned hereby forever releases, discharges and holds harmless Mermaid Academy LLC and its/their officers, employees, and agents, from any and all claims, liabilities, suits, and/or damages of any kind that the undersigned, the swimmer, and/or his/her heirs, administrators, representatives, executors or assigns have, may have or claim to have resulting in any way from his/her participation in said program(s).

I have read the above and agree.

**RELEASE OF LIABILITY** In consideration of being allowed to participate in any way in the Mermaid Academy program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that: The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Mermaid Academy LLC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have read the above and agree.

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

I have read the above and agree.

I HAVE CAREFULLY READ THE ABOVE LIABILITY RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE.

Child's Name(s):

Parent or Guardian's Name:

Date: