



RELEASE AND WAIVER OF LIABILITY

THIS FORM IS AN IMPORTANT LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE REVIEW IT FULLY AND CAREFULLY. YOUR CHILD MAY NOT PARTICIPATE IN THE PROGRAM UNTIL YOU HAVE THOROUGHLY REVIEWED AND SIGNED THIS AGREEMENT.

IN CONSIDERATION of allowing, _____, a minor child, to participate in SOS Swim School lessons. The undersigned Parent or Legal Guardian hereby agrees, both individually and on behalf of the minor child, as follows:

- I represent that I/we, _____/_____, am/are the Parent(s) and/or Legal Guardian(s) of _____ (“Minor(s)”) and I agree that the grants, releases and other terms contained in this Agreement bind me, the Minor, and us together to all of the terms of this Agreement.
- I hereby acknowledge that PARTICIPATING IN SWIM LESSONS COULD RESULT IN SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH AND AM FULLY AWARE OF AND WILLINGLY ACCEPT SUCH RISKS, HAZARDS, AND DANGERS BOTH INDIVIDUALLY AND ON BEHALF OF THE MINOR.
- I hereby agree to: (i) release and forever discharge SOS Swim School, its agents, servants, employees, independent contractors, officers, directors, trustees, owners and all other persons or entities acting on its behalf; together with the owner(s) and/or lessor(s) of the Premises and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (collectively, the “Covered Parties”), from any and all claims, actions, damages, liability, costs or expenses and attorneys’ fees which are related to, arise out of, or are in any way connected to the Parent or Legal Guardian and/or the Minor participating in SOS Swim School Lessons, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of a Covered Party or any other attendee or participant in the SOS Swim School Lessons, or otherwise, (ii) surrender and waive any rights that the Parent or Legal Guardian and/or the Minor, heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have or possess to sue or exercise any remedy or legal right to seek damages from any Covered Party for any such claims, actions, damages, liability, costs or expenses; and (iii) indemnify, hold harmless and defend each Covered Party from any and all claims, actions, damages, liability, costs, expenses and attorney fees that are related to, arise out of, or are in any way connected to the Parent/Legal Guardian and/or the Minor participating in the SOS Swim School lessons.
- I agree to hold the organization (SOS Swim School), the instructors, Julia Daum, and property owner(s) harmless from any liability resulting from the use of the premises offered for lessons. I agree to be solely responsible for the care of my child while out of the water and solely responsible for the care of any child I have brought to the pool with me.
- I hereby give my consent and permission to the Instructor, SOS Swim School, and its representatives, as necessary in their discretion and judgment, to obtain on my behalf any emergency medical attention and treatment in case of sickness, accident, or injury and to secure such medical attention and treatment at my sole expense and hereby agree to indemnify, hold harmless and reimburse SOS Swim School and/or its representatives or instructors including but not limited to Julia Daum all costs and expenses that are related to, arise out of, or are in any way connected to any emergency medical attention and treatment in case of sickness, accident, or injury for the Minor.

I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE AND THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT I HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE LESSONS, PARTICIPATION IN THE ISR PROGRAM, AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES, AND ASSIGNS MAY HAVE OR POSSESS AGAINST SOS SWIM SCHOOL, LLC AND/OR JULIA DAUM OR ANY OTHER COVERED PARTY FOR DAMAGE OR HARM ARISING FROM OR OCCURRING AT, DURING OR IN CONNECTION WITH MY PRESENCE AT OR PARTICIPATION IN SOS SWIM SCHOOL LESSONS.

Mother and/or Legal Guardian	Father and/or Legal Guardian	Minor Child(ren)
Name: _____	Name: _____	Name(s): _____
Signature: _____	Signature: _____	Date(s) of Birth: _____
Address: _____ _____	Address: _____ _____	Age(s): _____
Phone: _____ [Home] _____ [Cell]	Phone: _____ [Home] _____ [Cell]	

