



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 Starfish Infant Aquatics Survival Swimming Lessons with Erin Loewe. The undersigned Parent or Legal Guardian hereby agrees, both individually and on behalf of the minor child, as follows:

1. I represent that I am the Parent and/or Legal Guardian of _____ ("Minor") 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.
2. I hereby acknowledge that PARTICIPATING IN SURVIVAL SWIMMING LESSONS COULD RESULT IN SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH AND IS FULLY AWARE OF AND WILLINGLY ACCEPT SUCH RISKS, HAZARDS, AND DANGERS BOTH INDIVIDUALLY AND ON BEHALF OF THE MINOR.
3. I hereby agree to: (i) release and forever discharge Erin Loewe, Starfish Swimmers LLC (dba Starfish Infant Aquatics), her agents, servants, employees, independent contractors, officers, directors, trustees, owners and all other persons or entities acting on her 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 these Survival Swim 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 Survival Swim 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 or Legal Guardian and/or the Minor participating in the Survival Swim Lessons with Erin Loewe.
4. I agree to hold the instructor (Erin Loewe), Starfish Swimmers LLC (dba Starfish Infant Aquatics) and property owner(s) (Twin Hickory HOA) 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.
5. I hereby give my consent and permission to Instructor Erin Loewe as necessary in her 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 Erin Loewe for 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 EVENT, PARTICIPATION IN THIS SURVIVAL SWIM 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 SWIM LESSONS TAUGHT BY ERIN LOEWE 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 THESE SWIM LESSONS.

Acknowledged and agreed to this _____ day of _____, 20_____.

Parent/Guardian Name (print) _____	Parent/Guardian Signature _____
Address _____	Phone _____

