

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The parties to this Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement ("AGREEMENT") are EMERGENCY CARE HEALTH & SAFETY, LLC, its officers, members, agents, employees, subcontractors and other persons acting on its behalf (referred to as "US") and the undersigned person who is participating in the ACTIVITY offered by US (referred to as "PARTICIPANT") and PARTICIPANT'S PARENTS(S)/GUARDIAN(S), if applicable, (referred to as "PARENTS") and each of their respective personal representatives, agents, and servants of PARTICIPANT AND PARENTS and all persons acting on their behalf (collectively referred to as "YOU").

THE PURPOSE OF THIS AGREEMENT IS FOR YOU TO EXEMPT, WAIVE AND RELEASE US FROM ALL LIABILITY FOR BODILY INJURY, INCLUDING, DEATH, PROPERTY DAMAGE, AND ANY OTHER LOSS SUFFERED BY PARTICIPANT OR PARENTS, CAUSED BY OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT OR OMISSION COMMITTED BY US. THIS AGREEMENT COVERS ANY INJURY SUFFERED BY PARTICIPANT WHILE PARTICIPATING IN ANY LIFEGUARDING INSTRUCTION, **Instructor******

LIFEGUARD TRAINING OR CERTIFICATION CLASS, CARDIO PULMONARY RESUSCITATION, BASIC LIFE SUPPORT, AND WATER SAFETY INSTRUCTION **Instructor******

COURSE AND ACTIVITIES RELATED AND INCIDENTAL TO THOSE ACTIVITIES (collectively referred to as the "ACTIVITY").

For and in consideration of PARTICIPANT'S registration with US and being allowed to participate in the ACTIVITY, PARTICIPANT and PARENTS, for themselves and on behalf of PARTICIPANT, if applicable, waive, release, hold harmless and forever give up and relinquish any and all claims and demands for liability, lawsuits, and causes of action, against US, including those for bodily injury, injury leading to death, property damage or other losses suffered by PARTICIPANT, arising from PARTICIPANT'S participation in the ACTIVITY, and those occurring on the premises and at the facilities where the ACTIVITY is conducted, and/or all activities incidental thereto, whenever or however they occur during the period that the ACTIVITY may continue. PARTICIPANT and PARENT, if applicable, acknowledge and agree that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform maintenance, inspection, supervision or control of the pool or facility or for failure to warn of dangerous conditions existing at, in, or around the pool and for failure by US to supervise or instruct any employee, volunteer or person working for US and for the negligent selection, employment or retention of any such employee, volunteer working for US. PARTICIPANT and PARENTS, if applicable, hereby waive, release and relinquish, any and all claims for themselves and on behalf of each of their respective heirs, executors, administrators and assigns.

PARTICIPANT and PARENTS, if applicable acknowledge, understand, and agree that water sports, including pools, swimming, diving, pool chemicals and pool decks and surrounding surfaces and areas can be dangerous. PARTICIPANT and PARENTS agree that PARTICIPANT'S participation in the ACTIVITY involve inherent risk of injury and death.

PARTICIPANT and PARENTS assume all risks relating the ACTIVITY and understand that the ACTIVITY involves risks to PARTICIPANT including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that PARTICIPANT and PARENTS have full knowledge of these risks. These risks and dangers may be caused by the acts and/or omissions of the PARTICIPANT or the acts and/or omissions of others, including US. These risks and dangers may include, but are not limited to, drowning, injury caused by slipping on wet pool decks and surfaces, allergic or other reaction or illness due to exposure to pool chemicals, reactions to cold or warm water or to the sun and injury or death cause by other persons participating in the ACTIVITY. PARTICIPANT and PARENTS, if applicable, acknowledge and assume the risks relating to and arising from the ACTIVITY and to the premises described above.

PARTICIPANT and PARENTS, if applicable, further acknowledge that there may be risks and dangers not known to US or YOU and which are not reasonably foreseeable at this time. **PARTICIPANT and PARENTS, if applicable, acknowledge, understand, and agree that all of the risks and dangers described in this AGREEMENT, and any unknown risks and injury-producing conditions, including any risks and dangers caused by any negligent act or omission committed by US are included within this waiver and release of liability AGREEMENT.**

As a condition of registration and participation in the ACTIVITY, PARTICIPANT and PARENTS, if applicable, agree to be bound by and follow the rules, regulations, and directions of the instructor of the ACTIVITY, and to follow the rules of the facility where the ACTIVITY is held.

PARTICIPANT and PARENTS, if applicable, agree if any claim for bodily injury or wrongful death to PARTICIPANT is commenced against US, PARTICIPANT and PARENTS, if applicable, shall defend, indemnify and save US harmless from any and all claims or causes of action by whomever or wherever made or presented for PARTICIPANT'S bodily injuries, property damage or wrongful death.

If the law in any controlling jurisdiction renders any part of this AGREEMENT unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This AGREEMENT affects your legal rights, and you may wish to consult an attorney concerning this AGREEMENT.

PARTICIPANTS and PARENTS, if applicable, acknowledge that they have been provided and have read the above AGREEMENT and have not relied upon any representations by US, that they are fully advised of the potential dangers of the ACTIVITY, agree that no oral representations, statements or inducements apart from this Agreement have been made, that they agree to and sign this document voluntarily, understanding that these waivers and releases are necessary to allow the ACTIVITY to be offered by US.

By signing this Agreement, PARTICIPANT acknowledges that PARTICIPANT is of legal age or if under the age of 18, that PARENTS have read this entire AGREEMENT, understand its contents and agree to bind themselves and PARTICIPANT to its terms.

PARTICIPANT SIGNATURE **AGE:** _____ **DATE SIGNED:** _____

PARTICIPANT PRINT NAME

PARENT SIGNATURE (If participant is 17 years of age or younger) **DATE SIGNED:** _____

PARENT SIGNATURE (If participant is 17 years of age or younger) **DATE SIGNED:** _____