



WAIVER/RELEASE OF LIABILITY

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

ASSUMPTION OF RISK

The undersigned states that he/she understands that the **Rainbow Fish Swim School, 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 **Rainbow Fish Swim School, 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).

RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the **Rainbow Fish Swim School, LLC.** 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 THE **Rainbow Fish Swim School, 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 FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

Participant(s) name(s)

Parent/Guardian name

ACKNOWLEDGMENT OF POLICIES AND PROCEDURES

I have carefully read the liability release and policies and procedures set forth by Rainbow Fish Swim School. I am signing with full knowledge of its contents and significance.

Participant or Parent/Guardian Signature

Date