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**Permission, Release, and Waiver of Liability Agreement**

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. WHEN FINISHED, PLEASE COMPLETE ALL BLANKS AND SIGN.**

*\*\*Important: participants/parents/guardians must complete this Permission, Release, and Waiver of Liability Agreement as part of the registration for participation in our activities. Please read carefully as this agreement affects your legal rights.*

Print name of child(ren): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print name of parent/legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name of adult participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the enrolled participant and/or the parent/guardian of the participant, agree and understand that swimming is a hazardous activity with inherent risks, including but not limited to, paralyzing injuries and death.

I consent to my/my child(ren)’s participation in the activities and acknowledge that the child and I fully understand that my/my child(ren)’s participation in swimming instruction or other water activities may involve risk of serious injury or death, including losses which may result not only from my/my child(ren)’s own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the type of activity. I understand that if I have any risk concerns that are specific to me or my child(ren)’s participation in these activities, that I should disclose and discuss these concerns with the instructor, activity coordinator(s) and facility staff, before I sign this document and before any activities begin.

**Release of Participant’s and/or Child(ren)’s Rights:**

In consideration of my/my child(ren)’s participation in swimming instruction or other water activities, I hereby release and hold harmless Swim For All, its directors, officers, employees, volunteers, other participants, and agents (collectively, the “Released Parties”), from any liability or claim resulting from any bodily injury, personal injury, illness, death, or property damage that I or my child(ren) may incur as a result of participating in swim instruction or water activities sponsored or coordinated by Swim For All and its partners or affiliates.

**Consent to Emergency Medical Treatment:**

As the participant and/or parent/guardian, I consent to and authorize the staff of Swim For All and/or its agents to administer emergency breathing and cardiac assistance to the participant and to obtain assistance from doctors, nurses, or emergency medical personnel, for medical, surgical, or any other appropriate treatment for me or my child(ren)’s participant in the event of a medical emergency that arises during the course of participation in swim instruction or water activities. Care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of the participant. Furthermore, I understand and agree that the payment and liability for all medical, dental, or other health expenses, including transportation, is my financial responsibility as participant and/or parent/guardian.

I have noted on the registration form any medical/health problems of which the staff should be aware. I certify that the I and/or my participant child(ren) have no undisclosed physical condition that would prevent participation in swim instruction or water activities.

**Photographic and Video Release**. I grant full permission and rights to use, without compensation, photographic images and videos of me and my children and quotations made by me and my children relating to our participation in swim instruction or water activities in materials, advertisements, or other promotions for Swim For All. I understand that it is the policy of Swim For All to honor any request by me to limit such use to only first-names, pseudonyms, or de-identified images, videos, or quotations in its materials to help protect my privacy and/or the privacy of child participants.

**Indemnification:**

The undersigned participant/parent/guardian further agree to indemnify, hold harmless and defend Swim for All and all released parties against any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, that may arise in connection with my conduct or the conduct of my child(ren) in connection with participation in swim instruction or water activities. The undersigned also agrees that this Permission, Release, and Waiver of Liability Agreement extends to all acts of negligence by the participant and is intended to be as broad and inclusive as is permitted by the laws of Texas.

I have read and understand the above Permission, Release and Waiver of Liability Agreement and I fully accept the risk of injury that may be associated with participation in swimming and other water-related activities. I also understand and agree that this document is valid in and of itself as a waiver and release of liability and discharges any and all claims of liability that I or my child(ren) may have as a result of participation. This agreement is governed by Texas law, and any provision that may be held invalid by a court shall not affect the enforceability of the remainder of the release.

Parent/Guardian (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_