



**SPLASH SWIM SCHOOL, INC.**  
**AGREEMENT AND RELEASE OF LIABILITY AND CONSENTS**  
**SWIMMING CAMP**

Child's Name(s): \_\_\_\_\_

**Agreement and Release of Liability:**

The undersigned, who is either the parent or legal guardian of the above named child/children (the "Child"), on behalf of myself and the Child, acknowledge that I have voluntarily permitted the Child to participate in a swimming camp at Splash Swim School, Inc. ("Splash Swim School").

I AM AWARE THAT SWIMMING IS AN ACTIVITY THAT INVOLVES RISK. I AM VOLUNTARILY ALLOWING THE CHILD TO PARTICIPATE IN THE SWIMMING CAMP WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT, ON BEHALF OF MYSELF AND THE CHILD, ANY AND ALL RISKS OF INJURY OR DEATH TO THE CHILD. I DO NOT KNOW OF ANY MEDICAL OR HEALTH REASON WHICH WOULD AFFECT, LIMIT, OR PROHIBIT THE CHILD'S PARTICIPATION IN THE SWIMMING CAMP.

As consideration for being permitted by Splash Swim School to participate in the swimming camp and use the related facilities, I hereby, on behalf of myself and the Child, irrevocably and unconditionally release, waive, relinquish, and discharge from liability and covenant not to make a claim against, sue, or attach the property of: (i) Splash Swim School, and/or its successors or assigns; and (ii) Splash Swim School's officers, directors, shareholders, employees, or agents, and/or their successors and assigns ((i) and (ii) shall be referred to as the "Released Parties"), from any and all claims, demands, rights, actions, suits, causes of actions, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of the Child's participation in the swimming camp, to the maximum extent allowed by law.

I, ON BEHALF OF MYSELF AND THE CHILD, HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF THE CHILD AND OF MY OWN FREE WILL.

**Consent for Emergency Medical Treatment:**

I hereby give my consent to Splash Swim School, and/or its officers, directors, shareholders, employees, and/or agents, to obtain all emergency medical or dental care prescribed by a duly licensed physician or dentist for the Child. In the event that the Child receives any treatment authorized by this consent, I will promptly reimburse Splash Swim School, and/or its officers, directors, shareholders employees, or agents in the event that it and/or they incur costs relating to any such treatment provided to the Child.

**Photography/Videography Consent:**

I hereby irrevocably and unconditionally: (i) consent to the use for advertising purposes of any and all photographs and/or videos which may be taken of the Child at Splash Swim School; (ii) waive any right to inspect or approve the photographs and/or videos prior to their use; and (iii) waive any and all rights to compensation in connection with Splash Swim School's use of the photographs and/or videos for advertising.

**Miscellaneous:**

I agree to indemnify the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this agreement shall be binding on my, and the Child's successors and/or assigns.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

Child's Name(s): \_\_\_\_\_

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The virus is spread from person-to-person contact and through the air. People can be infected and show no symptoms and therefore unknowingly spread the disease. COVID-19 can cause serious and potentially life threatening illness and even death.

Splash Swim School, Inc. ("Splash") cannot prevent you and/or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing Splash's services or premises. Therefore, if you choose to utilize Splash's services and/or enter into Splash's premises, you and/or your child(ren) may be exposing yourselves to and/or increasing your risk of contracting or spreading COVID-19.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Splash's services and enter Splash's premises.

As consideration for being permitted by Splash to use Splash's premises, I hereby, on behalf of myself and the Child, irrevocably and unconditionally release, waive, relinquish, and discharge from liability and covenant not to make a claim against, sue, or attach the property of: (i) Splash, and/or its successors or assigns; and (ii) Splash's officers, directors, shareholders, employees, or agents, and/or their successors and assigns ((i) and (ii) shall be referred to as the "Released Parties"), from any and all claims, demands, rights, actions, suits, causes of actions, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of any exposure, infection and/or spread of COVID-19 relating to Splash's services and/or premises, to the maximum extent allowed by law.

I agree to indemnify the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this Agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this Agreement shall be binding on my, and the Child's successors and/or assigns.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I am the parent or legal guardian of the child(ren) named above.

Signature of Parent or Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_