



## WAIVER & RELEASE AGREEMENT

**It is critical that you read, understand and agree to all terms and conditions.**

This Agreement is entered into between Swim Like A. Fish, LLC (“Company”) and the undersigned (“Client”).

**DESCRIPTION OF TRAINING SERVICES:** Company provides personal training, group training, coaching, classes, programs, instruction, participation in competitions, and other events, including but not limited to swimming, weightlifting, or any other sporting or recreational endeavor (“Training Services”). The Training Services are provided at Company’s in-person facilities (“Training Centers”), as well as virtually through the Company’s website (“Website;” together with Training Centers, the “Facilities”).

**ASSUMPTION OF RISK:** Because physical exercise, including, but not limited to, swimming (training and competition) and swim clinics, can be strenuous and subject to risk of injury, including serious injury, Company urges you to obtain a physical examination from a doctor before engaging in the Training Services or using the Facilities. Accordingly, Client acknowledges that Client has either had a physical examination and been given physician’s permission to participate, or if Client has chosen not to obtain a physician’s permission prior to engaging in the Training Services or using the Facilities, Client agrees that Client is voluntarily participating in the Training Services and use of the Facilities **and assumes all risks** of injury, whether physical, financial or psychological including but not limited to illness, paralysis, death, damages, permanent disability, economical or emotional loss, that you or your child may suffer as a direct result of participation in the aforementioned Training Services, including traveling to and from an event related to the Training Services, and also including injuries or damages arising out of the negligence of Company, whether active or passive, or any of Company’s affiliates, employees, agents, representatives, successors, and assigns.

**ASSUMPTION OF RISK FOR SWIM CLINICS AND LESSONS:** As a condition of my participation in the Swim Like A. Fish Clinic and individual and group lessons, Client hereby waives any and all rights to claims for loss or damages, including all claims for loss or damages caused by the negligence, active or passive, and Client shall hold harmless the following Swim Clinic providers: Swim Like A. Fish, Mitch Prather, and any and all host facilities, clinic sponsors, swim instructors or any individuals organizing the Swim Clinics or supervising such activities.

**USE OF TRAINING CENTERS:** Company is not responsible for any loss of your personal property at the Training Centers. Client understands that Company does not always provide supervision, instruction, or assistance for the use of the Training Centers. Client agrees to comply with all rules imposed by the Training Centers regarding the use of the Training Centers. Client agrees to conduct Client’s self in a controlled and reasonable manner at all times, and to refrain from using the Training Centers in a manner inconsistent with their intended design and purpose.

**NO GUARANTEES OR WARRANTIES:** Client acknowledges that no representations or claims are made as to the therapeutic nature or other benefits of any Training Services. No Training Services are intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from the Training Services are assured. Every Client is different and responds differently to the Training Services.

**MODEL RELEASE:** Client understand that Company occasionally photographs/videotapes Training Services and by signing below Client provides express written approval for the Company to use these images or video in any and all media for promotional purposes, with no financial or other remuneration due to Client, provided that Client will not be identified by full name or personal identifying information without written approval from the Client.

**RELEASE:** Client agrees on behalf of itself (and Client personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Company (and Company's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of injuries or other damages which may occur as a result of Client's use of the Training Services, Play Area and Facilities, including, but not limited to, (a) Client's use of any Facilities which may malfunction or break, (b) improper maintenance of any Facilities, (c) negligent instruction or supervision, including personal training and coaching, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a Facility or while traveling to or from the Training Services or Facilities, including injuries resulting from Company's or anyone else's negligent inspection or maintenance of the Facility. This also includes any negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases, including exposure to any Coronavirus, including Covid 19. Client agrees to be financially responsible for any costs relating to medical care or treatment incurred as a result of any Training Services. Client is aware and understands that Client should carry Client's own health insurance.

**ACKNOWLEDGMENTS:** Client expressly agrees that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. Client acknowledges that Client has carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. Client is aware and agrees that by executing this waiver and release, Client is giving up Client's right to bring a legal action or assert a claim against Company for Company's negligence, or for any defective product used while receiving Training Services from Company. Client has read and voluntarily signed this Agreement and further agree that no oral representations, statements, or inducement apart from the foregoing Agreement have been made.

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_