

**THE SWIM SCHOOL, LLC WAIVER & RELEASE OF LIABILITY,
ASSUMPTION OF RISK & INDEMNITY, AND EMERGENCY CARE PERMISSION**

PLEASE READ CAREFULLY BEFORE SIGNING BECAUSE THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT ALSO GRANTS PERMISSION FOR EMERGENCY CARE.

In consideration of permitting me, (swimmer's name) _____, to enroll in a swim or snorkeling instructional course and/or participate in swimming, snorkeling, physical activities, and related operations conducted by any staff member(s) of The Swim School, LLC, or Scuba Venture, LLC, in the city of Shreveport, Parish of Caddo, State of Louisiana, beginning on the ____ day of _____, 2_____, I agree for myself, my personal representatives, heirs and next of kin:

I HEREBY ACKNOWLEDGE that SWIMMING/SNORKELING/SCUBA DIVING, SWIM PARTIES, CLIMBING WALLS/ROPE SWINGS/AND RE LIKE ARE POTENTIALLY DANGEROUS ACTIVITIES and involves the inherent risk of serious injury (including paralysis), death and/or property damage both in and under the water as well as on the pool deck itself.

I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE SWIM SCHOOL, LLC, SCUBA VENTURES, LLC, their facilities, staff or any of its officers, instructors, agents or employees (the Releasees) **FROM ALL LIABILITY** to myself, my minor child(ren), my personal representatives, signs, heirs and next of kin **FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES OR ANY OTHER RELATED DIVING/SWIMMING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

I HEREBY ASSUME FULL RESPONSIBILITY for any risk of bodily injury, death or property damage, now and forever, arising out of or related to participation and/or instruction in said course, activities or any other swimming/snorkeling operations, whether caused b the negligence of Releasees or otherwise.

I HEREBY ACKNOWLEDGE that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees and agree that this Waiver and Release of Liability extends to all acts of negligence by said Releasees, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State in which the activities are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE that it is my responsibility to provide for my own and/or my child(ren)'s own accident and health coverage while participating in swim activities.

In the event I cannot be reached and/or am incapacitated or otherwise able to give consent, **I GIVE PERMISSION FOR EMERGENCY MEDICAL, SURGICAL AND HOSPITAL TREATMENT** and procedures to be performed by a licensed physician or hospital, when deemed immediately necessary to safeguard my/my child(ren)'s health. I relieve Releasees of any and all responsibility for action(s) taken by the doctor(s), hospitals, or other medical care providers in the treatment and attendance of me or my child.

If participant 18 or older sign here:

Participant's Name: _____ Signature: _____

Witness: _____ Date: _____

If participant under the age of 18 please read and sign

As the parent or guardian of the above named minor child, I am signing this document on behalf of my minor child, and, on behalf of my child, myself and the other parent of said child, agree to be bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and hold harmless the above named Releasees. Additionally, I understand the risks of injury while swimming or snorkeling and have had the opportunity to personally discuss the activities or instructional program with a staff member prior to commencement of my minor child's swimming and/or snorkeling activities:

Parent's Name: _____ Signature: _____

Witness: _____ Date: _____