

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND DISCLOSURE AGREEMENT

Utah Aquatics Academy

Read this Agreement carefully before signing it. Your signature indicates that you, either on behalf of yourself, and/or on behalf of any party that you are signing for as parent and/or legal guardian, understand and agree to its terms. By signing this Agreement, you are giving up certain legal rights, including the right to sue or recover damages in case of injury, death, and/or property damages, to yourself and/or your minor child and/or party that you may be guardian of, for any reason, including, but not limited to, the negligence of Utah Aquatics Academy, its owner(s), employee(s), and/or agent(s).

A. Recitals

(1) Utah Aquatics Academy (“UAA”) is a business that provides swimming lessons to numerous people. UAA has a large portion of clients that are minor children. Those children are often very young and have had no previous swimming lessons. UAA provides swimming lessons to clients at its pool facility located at its primary place of business. UAA also provides swimming lessons and services to clients’ own pools or other various pools should clients request it.

(2) “Client,” as used in this Agreement, includes the party that is actually participating in swimming lessons and the parent and/or legal guardian of the minor child and/or protected party if the party participating in swimming lessons is a minor child and/or a protected party that has a legal guardian.

(3) The “Activity” as used in this Agreement, includes, but is not limited to, the activity of swimming, receiving or engaging in swimming lessons, engaging in any conduct in, near, or around the pool whatsoever, including, but not limited to, walking and/or running near or around the pool area. The Activity also includes the activity of swimming, receiving or engaging in swimming lessons, engaging in any conduct in, near, or around any pool whatsoever that UAA and/or any of its representatives may be providing swimming lessons and/or any service on behalf of UAA.

(4) The parties hereby acknowledge that the Activity is inherently dangerous. Swimming can lead to **property damage, bodily injuries, permanent disability, drowning, and even death.**

(5) Client hereby acknowledges that they are engaging in swimming lessons from UAA despite their knowledge and understanding of the risks of engaging in the Activity both to themselves and/or their child and/or protected party.

(6) Client hereby acknowledges that the inherent danger of the Activity can be greatly increased if Client has any type of health condition, disorder, disability, etc. Accordingly, Client hereby acknowledges that they are responsible to take steps to become aware of any such condition, including, but not limited to, obtaining an appropriate medical evaluation prior to engaging in swimming lessons, and that any such condition known to Client, either at the time that they begin lessons, or that is discovered at any time thereafter, must be disclosed to UAA.

(7) Client hereby acknowledges that UAA provides swimming lessons to numerous parties/children every day. Furthermore, Client acknowledges that swimming pools, even under the most stringent of care, can be a place where they can be exposed to germs, pathogens, viruses, bacteria, communicable diseases, etc. Such risk includes the possible exposure to the Covid 19 virus. Despite the inherent risk that Client may be exposed to the aforementioned conditions, Client wishes to proceed with the Activity.

B. Terms

In consideration of UAA's administration of swimming lessons for Client hereby agrees to the following:

- (1) Assumption of Risk: Client hereby understands the dangers and risks of the Activity and that Client ASSUMES ALL INHERENT DANGERS AND RISKS of the Activity. Client also hereby understands the dangers and risks identified in Recital 7 and ASSUMES ALL DANGERS AND RISKS IDENTIFIED IN RECITAL 7. Such assumption includes Client's contraction of any possible disease and/or condition due to his/her involvement in the Activity.
- (2) Assumption of Risk above Inherent Dangers. Client expressly acknowledges and assumes all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: bodily damage due to exposure to chemicals in the pool; the negligence or failure of Client, UAA Owner(s), employee(s) and/or agents(s) to act safely or within their own ability in regard to the Activity; Client's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite or heat exhaustion; and/or mental distress from exposure to any of the above. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR CLIENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

- (3) Waiver of Liability. In consideration for allowing Client to participate in the Activity, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE UAA, and any affiliated companies and/or subsidiaries, the land owner, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, owners, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF CLIENT'S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. In further consideration for allowing Client to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW. I ALSO AGREE THAT THIS WAIVER APPLIES TO ANY INJURY, WHETHER SUCH INJURY OCCURS AT UAA'S PRIMARY PLACE OF BUSINESS, OR ANY POOL OR FACILITY WHATSOEVER WHERE UAA MAY BE PROVIDING ANY OF ITS SERVICES.
- (4) Cost and Attorney's Fees. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON CLIENT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM CLIENT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.
- (5) I represent that Client is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Client which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care. I hereby represent that I have disclosed any possible conditions which could affect Client's participation in the Activity and/or cause Client to have any excess whatsoever.

- (6) I represent that if I am seeking UAA to provide services at an alternate location from its primary place of business, including, but not limited to, any pool and/or swimming facility, that I assume the responsibility to ensure that such location is safe for Client to participate in the activity, and/or for UAA to perform its services at such location. I assume any risk inherently related to the administration of the Activity at such location, and/or inherently related to the simple fact that myself, Client, and/or UAA attend such location.
- (7) I agree that any and all claims for loss, injury and/or death arising from Client’s participation in the Activity shall be governed by the law of the State or Utah that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the in the State of Utah.
- (8) BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER CLIENT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON CLIENT’S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT CLIENT and acknowledge that Client is bound by all the terms of this Agreement. I understand that the minor/ infant Client would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian’s signature, I represent, under penalty of fraud that I am at least 18 years old (US).
- (9) I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

ACCEPTANCE OF TERMS AND CONDITIONS SET FORTH ABOVE

MINOR/INFANT/PROTECTED PARTY CLIENT INFORMATION – Requires a parent and/or guardian to Complete, Sign and Date Below:

 Minor #1 (Last Name, First Name, Middle Initial) Print

 Date of Birth (MM-DD-YYYY)

 Minor #2 (Last Name, First Name, Middle Initial) Print

 Date of Birth (MM-DD-YYYY)

Minor #3 (Last Name, First Name, Middle Initial) Print

Date of Birth (MM-DD-YYYY)

Minor #4 (Last Name, First Name, Middle Initial) Print

Date of Birth (MM-DD-YYYY)

ADULT/PARENT/GUARDIAN CLIENT INFORMATION – Required to Complete, Sign and Date Below:

Adult/Parent/Guardian #1 (Last Name, First Name, Middle Initial) Print

Date of Birth (MM-DD-YYYY)

X _____
Signature of Adult #1

Date

Adult/Parent/Guardian #2 (Last Name, First Name, Middle Initial) Print

Date of Birth (MM-DD-YYYY)

X _____
Signature of Adult #2

Date

EMERGENCY CONTACT (Print)

Relation

Phone Number