

ATLANTICA SWIM LLC

Liability Waiver

Please print out and bring to first lesson. Thank you.

Name of Student(s): _____

Current Age(s): _____

Name of Parent(s)/Legal Guardian(s) _____

Mailing Address: _____

E-Mail Address: _____

Cell Phone: _____

Alternate Phone: _____

Location of Lesson: _____

Are there any physical/mental health conditions that would impede or prevent your child from learning how to swim? If yes, please explain (write on back if additional space is needed):

CONSENT AND LIABILITY WAIVER

RELEASE AND WAIVER OF LIABILITY

1. In consideration for teaching my child or children to swim, I, , hereby RELEASE, WAIVE, DISCHARGE, and HOLD

HARMLESS Emily Diaz D/B/A Atlantica Swim Instruction, its employees, officers, agents, directors and volunteers and Emily Diaz, individually (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or personal injury, including, but not limited to, illness or death, that may be sustained by my child/children, or to any property belonging to my child/children, while at the location of Swim lessons, whether my child/children is in the pool being taught or on the property.

2. I am fully aware of the risks and hazards connected with my child/children participating in swimming lessons or allowing my child/children to play around a pool, including the risk of physical injury or disability as the result of such injury, and I am voluntarily allowing my child/children to participate in said activity, and to enter the above named premises and engage in such activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained, or any loss or damage to property as a result of being engaged in such activity.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damages, judgments, suits, claims costs, attorneys fees or costs that may incur due to my child's/children's participation in swimming lessons with Emily Diaz D/B/A Atlantica Swim Instruction.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

5. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT AND STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM THE

LEGAL GUARDIAN OF THE CHILD/CHILDREN; AND I EXECUTE THIS RELEASE, ON BEHALF OF MY CHILD/CHILDREN, FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

First Child's Printed Name Second Child Printed Name

_____ Parent or Legal Guardian
of Participant Signature Parent or Legal Guardian of Participant Signature Printed Name:

Date: _____

Signature: _____