

AQUA SWIMMING AND TRAINING, LLC

ACKNOWLEDGEMENT, ASSUMPTION OF RISK, ACCIDENT WAIVER, AND RELEASE OF LIABILITY

The undersigned, in consideration of his/her intended participation in swimming instruction and training offered by Aqua Swimming and Training, LLC, hereby acknowledges the following:

1. Swimming is a physical activity and each participant must be aware of his/her physical limitations prior to participating in any swimming activity; and
2. Each participant should consult with a medical professional prior to engaging in aquatic exercises or any physical activity.

The undersigned does hereby **ASSUME ALL OF THE RISKS** associated with his/her participation in swimming instruction and training offered by Aqua Swimming and Training, LLC, and in so doing represents that he/she has consulted with a treating physician or other medical professional prior to participation and that there is no health-related condition which prohibits or materially limits participation in aquatic exercises.

The undersigned, in consideration of the foregoing acknowledgements, and having assumed the risks of participation in swimming instruction and training offered by Aqua Swimming and Training, LLC, does hereby individually, and on behalf of all his/her personal representatives, executors, heirs, administrators, next of kin, and agents **WAIVE, RELEASE, INDEMNIFY, AND DISCHARGE** Aqua Swimming and Training, LLC, Elise Thomson, and all directors, officers, members, shareholders, employees, volunteers, personal representatives, agents, successors, and assigns thereof, from any and all claims, demands, charges, lawsuits, debts, defenses, actions or causes of action, obligations, damages, sums of money, loss of services, compensation, pain and suffering, attorneys' fees, cost and expenses of suit, and liabilities whatsoever, which the undersigned had, now has, or may have, whether the same be at law, in equity, or mixed, whether known or unknown, suspected or unsuspected, now existing or which may arise hereafter, arising out of or related to, any matter, cause, or event which has happened, developed, or occurred as the result of participation in swimming instruction and training offered by Aqua Swimming and Training, LLC, including without limitation, any and all suits in tort or contract, and any claims or suits relating to the breach of an oral or written contract, misrepresentation, defamation, intentional and negligent infliction of emotional distress, negligence, promissory estoppel, invasion of privacy, libel, and slander, however and wherever any such claims may have arisen, whether in the past or in the future. The undersigned and his/her personal representatives, executors, heirs, administrators, next of kin, and agents shall also **INDEMNIFY AND HOLD HARMLESS** Aqua Swimming and Training, LLC, Elise Thomson, and all directors, officers, members, shareholders, employees, volunteers, personal representatives, agents, successors, and assigns thereof from any and all liabilities, to include reasonable attorneys' fees, and/or claims made as a result of participation in this activity.

MEDIA CONSENT. The undersigned does hereby consent to the use of his/her image and likeness, by means of photograph and/or video, in print and Internet-based social media platforms, for legitimate and lawful purposes by Aqua Swimming and Training, LLC, Elise Thomson, and all directors, officers, members, shareholders, employees, volunteers, personal representatives, agents, successors, and assigns.

CHOICE OF LAW, PERSONAL JURISDICTION, AND VENUE. The undersigned does individually and on behalf of his/her personal representative, executor, attorney-in-fact, and next of kin, submit to personal jurisdiction and venue in the courts of Queen Anne's County, Maryland, United States, for any claims, disputes, suits, and/or other legal action arising from the interpretation and enforcement of this document, and/or the undersigned's participation in swimming instruction and training offered by Aqua Swimming and Training, LLC, all of which shall be interpreted pursuant to the laws of the State of Maryland.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, I FULLY UNDERSTAND ITS CONTENTS, AND I AGREE TO BE BOUND BY ALL TERMS STATED HEREIN:

Signature of Participant: _____

Printed Name of Participant _____

Email address: _____

Date: _____

Phone Number: _____

If participant is under 18:

As parent or legal guardian of

_____, I consent to the above terms and conditions.

Signature of Parent or legal guardian: _____

Printed Name of Parent or Legal Guardian: _____

Date: _____