

## Release of Liability

In consideration of being allowed to participate in any way in the Kevin's Swim School LLC dba Excel Aquatics program, its related events, and activities, I, \_\_\_\_\_ the undersigned registrant, acknowledge, appreciate, and agree that:

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist, and,

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and

3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

4) I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, indemnify, and hold harmless Kevin's Swim School LLC dba Excel Aquatics, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used for the activity including **Trinity Health, Saint Peter's Health Partners, Northeast Health, Sunnyview Lifestyle Wellness Center, and Glen Eddy Senior Living** ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it/check off freely and voluntarily without any inducement.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed:

Participant's Signature

### **For Parents/Guardians of Participants Under Minority Age (Under age 18 at the time of Registration)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even arising from the negligence of the releasees, to the fullest extent permitted by law.

X \_\_\_\_\_

Participant Name

X \_\_\_\_\_ Emergency Phone: \_\_\_\_\_ Date Signed:

Parent/Guardian Signature