

## **Waiver and Release of Liability Swim&Gym All Sports Camp 2010**

### **General activities:**

I expressly warrant and represent that I am the parent or legal guardian of the Camper Participant on whose behalf I am completing this registration, and have full legal authority to agree to the terms contained in this Waiver and Release of Liability. In this document, the Camper Participant on whose behalf I am completing this registration is referred to as "my child". In sending my child to camp, I understand that I am giving my child permission to participate in all activities, including going on field trips.

### **Personal Property:**

I understand that any items my child brings to camp (camera, personal electronics, etc.) are the responsibility of my child, and the camp is in no way responsible for lost items. The camp may use any photos or video taken of my child this summer for promotion of the camp and recruitment purposes.

### **Assumption of Risk and Indemnity:**

I acknowledge and fully understand that my child will be engaging in activities at camp that involve risk of injury. These activities include (a) swimming and other in-pool activities that involve the risk of tripping, falling, slipping, drowning and similar risks that could result in serious injury and/or death; and (b) gymnastics, gym related activities, exercise and sporting events that involve the risk of tripping, falling, slipping, and similar risks that could result in serious injury and/or death; and (c) field trips and other activities that involve the risk of tripping, falling, slipping, drowning, vehicle related collisions, and similar risks that could result in serious injury and/or death. There may be other risks not known to us or not reasonably foreseeable at this time. I assume all the foregoing risks, accept personal responsibility for any damages incurred by my child following such injury, permanent disability or death, and agree to indemnify and hold Swim&Gym, LLC, SwimWest School of Instruction, Inc. and its affiliates and partners in the operation of the camp harmless from and against all claims, costs, expenses and liabilities, including attorney fees, for injury to person or property arising in connection with my child's participation in camp activities and use of facilities and equipment owned by Swim&Gym, LLC and/or its affiliates or partners.

### **Waiver of rights and release of liability:**

I, on behalf of myself, my child, and my child's parents and /or legal guardians hereby release, waive and discharge Swim&Gym, LLC, SwimWest School of Instruction, Inc., and their employees and agents from all losses, damages, claims, costs, expenses and liabilities, including attorney fees, for injury to person or property arising in connection with my child's participation in camp activities and use of the facilities and equipment owned by Swim& Gym, LLC, SwimWest School of Instruction, Inc. and/or their affiliates and partners, providing, however, that this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of Swim&Gym, LLC, SwimWest School of Instruction, Inc., and/or their partners and affiliates, and each of their agents and employees.

**LIMITATION OF DAMAGES:**

I agree that my sole remedy, and the sole remedy of my child, his parents and legal guardians is a refund of the enrollment fee paid to Swim&Gym, LLC for the camp session in which any injury, death or property damages occur. In no event shall the liability of Swim&Gym, LLC, Swimwest School of Instruction, Inc., or any of their affiliates or partners, if any, to my child, the parent or legal guardians of my child, or any third party, whether in contract, tort (including negligence), or otherwise, exceed the enrollment fee (or portion thereof) actually paid to Swim&Gym, LLC for the camp session during which such loss or damage occurs.

**WAIVER OF RIGHT TO BARGAIN:**

I have considered that if this Waiver and Release of Liability was not as broad as it is, the enrollment fee for the Swim&Gym camp might be considerably higher. Since I do not wish to pay a higher enrollment fee, I waive the right to bargain for different terms under this Agreement. I expressly understand that in lieu of agreeing to the terms contained in this Agreement, I may contact the Manager of Swim&Gym, LLC and attempt to bargain for terms different from those contained in this Agreement. By clicking the "accept" button, I understand that I am waiving my right to bargain and accepting the terms contained herein. I acknowledge that, in the absence of a written agreement signed by a Manager of Swim&Gym, LLC, that my child's participation in the Swim&Gym, LLC camp shall constitute my acceptance of the terms contained in this Agreement.

**SEVERABILITY:**

If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. I acknowledge that I have carefully read the above Waiver and Release of Liability, understand its contents, and I recognize that by signing this legally binding Agreement on behalf of myself and my child and other parents and guardians of my child, we are freely giving up substantial rights and assuming all risk of injury, death and property damage

I understand this document and agree to all content described.

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_