

## **RELEASE AND WAIVER OF LIABILITY**

1. In consideration for teaching my child or children to swim by Infant Aquatics LLC, I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS Infant Aquatics LLC, its employees, officers, agents, directors and volunteers and Margie Williamson, 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 Infant Aquatics LLC, 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 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, attorney fees or costs that may incur due to my child's/children's participation in swimming lessons with Infant Aquatics, LLC.
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 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 Texas.
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 FORGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT AND STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; AND I EXECUTE THIS RELEASE, ON BEHALF OF MY CHILD/CHILDREN, FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.**

\_\_\_\_\_  
**Participants Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Additional Participants Printed Name

\_\_\_\_\_  
Additional Participants Printed Name

\_\_\_\_\_  
Parent or Legal Guardian of Participant Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Parent or Legal Guardian of Participants Signature  
Printed Name: \_\_\_\_\_

**Participant's Parents or Legal Guardians must sign this Waiver**