



**DAY USE – SWIMMING
LIABILITY RELEASE AND
ASSUMPTION OF RISK AGREEMENT**

Please read carefully and fill in the blanks before signing.

I understand and agree that swimming has inherent risks which may result in serious injury or death. I further understand and agree that THE DIVE SHOP Aquatic Center and Nelson Gordon Enterprises (hereinafter "Facility") has agreed to allow me to access to its swimming pool facilities, including but not limited to locker, restroom and pool facilities (hereinafter "Premises"). I further understand and agree that I am choosing to enter the water without a buddy and assume all risks of my choice.

During the time I am using the Premises I understand Facility may or may not have a lifeguard in or about the Premises. If there is a lifeguard present, I understand his primary responsibility may be to swimmers receiving instruction who are also using the Premises. Should I experience an event necessitating assistance, I understand the lifeguard may provide assistance when safety of the student swimmers will not be jeopardized, but he is not obligated to provide such assistance. I understand I have the option to obtain the services of a lifeguard for an additional fee.

I understand and agree that neither Facility nor any lifeguard who may be present, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for an injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my choice to use the Premises or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that swimming is a physically strenuous activity and that I will be exerting myself during the use of the Premises, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindicative to my participation in swimming. I declare that I am in good mental and physical fitness for swimming, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to swimming. If I am taking medication, I declare that I have seen a physician and have approval to swim while under the influence of the medication/drugs.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____(swimmer), BY THE INSTRUMENT AGREE TO EXEMPT AND RELEASE THE DIVE SHOP AQUATIC CENTER, NELSON GORDON ENTERPRISES, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Swimmer signature

Date (Day/Month/Year)

Signature of parent or guardian

Date (Day/Month/Year)