

**WAIVER AND RELEASE OF LIABILITY, INDEMNITY,
AND
ASSUMPTION OF ALL DANGERS AND RISKS
OF ENGAGING IN SWIMMING LESSONS AND AQUATIC ACTIVITIES**
MAGIC JELLYFISH AQUATICS, LLC

I, the undersigned, hereby acknowledge and agree that I have knowingly and willingly entered into this Waiver and Release of Liability, Indemnity, and Assumption of All Dangers and Risks of Engaging in Swimming Lessons and Aquatic Activities (this “*Agreement*”) and that I am bound by all the terms and conditions hereof. By my signature, I hereby agree to allow the below-named individual(s) (each of whom is my child or legal dependent) (each, a “*Participant*” hereunder) to participate in swimming lessons, including adaptive lessons reasonably tailored to each Participant’s abilities and needs, and other swimming and aquatic-related activities (collectively, the “*Activities*”) provided by and under the instruction of Magic Jellyfish Aquatics, LLC (the “*Instructor*”). I represent and certify that, by allowing them to participate, each Participant is physically, medically (*i.e.*, approved by a healthcare professional), and mentally able to participate and engage in the Activities. and, to the extent that any Participant is not physically, medically, or mentally able to participate, including if Participant is ill, fevered, or has contagious conditions, I understand, acknowledge and agree that it is my responsibility to notify Instructor and to withhold them from participation.

I specifically understand and agree that results vary by Participant and that there is no warranty nor guarantee, either expressed or implied, of any kind by Instructor as to any outcomes or results of the services being provided in connection with the Activities, including skill development, rate of progress, the definition of success or the likelihood of success or improvement for a particular Participant, or the condition or quality of any swimming pools, facilities, or equipment utilized by Instructor. I also understand and acknowledge that Participants with medical, developmental, sensory, behavioral, seizure, or mobility differences may face heightened or unique risks in and around water, including elopement, decreased hazard awareness, sudden behavioral changes, or delayed response to instruction.

In consideration for each Participant being allowed to participate in the Activities and for Instructor’s agreement to provide the Activities to each Participant, I, for myself and for and on behalf of each named Participant, hereby unconditionally WAIVE and RELEASE and agree to PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS, and FOREVER DISCHARGE Instructor and Instructor’s owners, officers, employees, contractors, instructors, volunteers, agents, representatives, successors and assigns (collectively, the “*Instructor Group*”) from and against any and all claims, demands, lawsuits, causes of action, liabilities, costs, and damages (including illness, injury or death to any Participant or damage to or loss of any property), including attorney’s fees and costs, whether known or unknown, in law or equity (collectively, “*Claims*”), that I ever had or may have, resulting from any and all accidents, incidents, or occurrences arising out of, incidental to, sustained during, or in any way relating to each Participant’s participation in the Activities, including each Participant’s swimming in any swimming pool utilized by Instructor in connection with the Activities or Participant’s engagement in any other activities on or around the premises or facilities in which Instructor is providing the Activities, whether or not caused, in whole or in part, by the actions, omissions, or negligence of Instructor, the Instructor Group, or a third party. This release applies during all times that the Participant is engaged in the Activities or is located on any premises in which the Activities are taking place, and I further covenant and agree that I, my heirs, successors, and assigns will not make or assert any Claims against Instructor or the Instructor Group and specifically release Instructor and the Instructor Group for all Claims of whatever kind or character.

I am aware that the Activities involve inherent and severe risks and dangers, including but not limited to drowning, injury or illness, and by my signature below, I understand that I am voluntarily allowing each named Participant to engage in and participate in the Activities with full knowledge of the dangerous conditions, risks, and hazards involved and hereby agree to accept all risk of injury, illness, or death to each Participant. This document is sufficient warning that dangerous conditions, risks, and hazards do exist when engaging in swimming lessons and aquatic-related activities and entering into and using swimming pools. I specifically state that Instructor and the Instructor Group do not have a duty to advise me of any potential risks, dangers, or conditions relating to the Activities, and to the extent such a duty does exist, I expressly waive such duty. I further understand and agree that the Instructor is not responsible for any activities engaged in or caused by others, such as, but not limited to, water conditions, equipment use or operation, or the actions of other swimmers or occupants of the swimming pool and the premises and facilities in which the pool is located. I understand, acknowledge, and agree that Instructor cannot guarantee the safety of every Participant and that accidents, injuries, illness, or worse may occur despite Instructor’s best efforts to prevent and mitigate risks. Should an injury or medical emergency occur to a Participant, I hereby authorize Instructor to render aid and to seek emergency medical assistance and treatment, including transportation by ambulance, and to share relevant health information with responders, and I agree that I shall be fully responsible for all costs and expenses incurred in connection therewith.

By my signature below, I hereby assume full responsibility for all risks of bodily injury, death, or property damage, now and forever, whether enumerated herein or not, arising out of or related to participation in the Activities by each Participant, foreseen and unforeseen, and regardless of cause, and I hereby waive and release Instructor and the Instructor Group from any and all Claims relating to or arising as a result of such dangerous conditions, risks, and hazards. I hereby separately agree to indemnify, defend, and forever hold harmless Instructor and the Instructor Group from any loss, liability, damage, or cost that they may incur, now and forever, arising out of or related to the participation of each Participant in the Activities, regardless of whether caused by the negligence of Instructor, the Instructor Group, or otherwise.

I further agree this is a permanent and continuing waiver, release of liability, and indemnity agreement, and this Agreement applies not only to myself and each of my Participants, but it shall also be binding upon my beneficiaries, heirs, successors, and assigns. This Agreement is performable in Midland County, Texas, and venue for any matters relating to the interpretation or enforcement hereof shall lie exclusively with the state courts located in Midland County, Texas. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between the parties concerning the subject matter of this Agreement, and the provisions hereof may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I REPRESENT AND WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT, THAT I AM THE PARENT OR LEGAL GUARDIAN OF EACH BELOW-NAMED PARTICIPANT, AND THAT I HAVE FULL AUTHORITY TO MAKE THE HEREIN AGREEMENTS AND CONSENTS ON BEHALF OF EACH NAMED PARTICIPANT. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE TERMS HEREIN, UNDERSTAND AND CONFIRM THAT I AND EACH PARTICIPANT HAVE GIVEN UP SUBSTANTIAL FUTURE LEGAL RIGHTS BY SIGNING IT, AM AWARE OF ITS LEGAL CONSEQUENCES, AND HAVE FREELY AND VOLUNTARILY ACCEPTED AND AGREED TO BE BOUND TO ITS TERMS AS TO EACH PARTICIPANT WITHOUT ANY INDUCEMENT, ASSURANCE, DURESS, PROMISE, OR GUARANTEE BEING MADE TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNITY OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, FOR AND ON BEHALF OF MYSELF, MY NAMED CHILDREN/DEPENDENTS, AND MY FAMILY.

This Agreement shall be effective for any and all current and future Activities, including swimming lessons, provided by Instructor and is entered into and shall be effective immediately for all purposes on this the ____ day of _____, 202__.

PARENT/GUARDIAN:

SIGNATURE

PRINTED NAME

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

EMAIL

PARTICIPANT NAMES:

NAME

DATE OF BIRTH

NAME

DATE OF BIRTH

NAME

DATE OF BIRTH