



WAIVER, INDEMNITY AND RELEASE OF JIM MONTGOMERY SWIM SCHOOL

I agree that if I participate in this program or event (the "Event") or allow my minor child(ren) to do so, or use any Event facility or Event premises, I do so at my own risk. I agree that I and my child(ren) are voluntarily participating in the Event and using Event facilities, equipment or premises and assume all risk of injury, illness, damage or loss to me, my child(ren) or my property that might result, including, without limitation, any loss or theft of any personal property.

I agree on behalf of myself and my minor child(ren), and (our personal representatives, heirs, executors, spouse, administrators, agents, assigns, or others) that we waive, release and discharge JWSWIM LLC (referred to herein as "Jim Montgomery Swim School") and its respective affiliates, directors, officers, shareholders, and the heirs of such directors, officers and shareholders, parent company(ies), employees, agents, representatives, successors, and assigns (collectively, referred to herein as "Jim Montgomery Swim School Parties") from any and all claims (known or unknown) arising out of their negligence, gross negligence, strict liability or any liability based upon any cause of action, whether arising in tort, contract or by statute and EVEN IN SUCH CIRCUMSTANCES AS MAY BE CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE JIM MONTGOMERY SWIM SCHOOL PARTIES AND/OR ITS AGENTS, SERVANTS AND EMPLOYEES.

The Waiver and Release of all liability stated in paragraphs (1)-(3) above includes, but is not limited to, injuries which may occur as a result of (a) my and my child(ren)'s participation in the Event; (b) Jim Montgomery Swim School Parties improper or negligent maintenance, conduct, instruction or supervision of the Event, Event facilities, premises or personnel or negligent hiring and retention of employees; (c) slipping and falling while participating in the Event or while using Event facilities or on the Event's premises or the surrounding premises; and (d) receipt of medical or first aid treatment during or as a result of the Event. I and my child(ren) further agree to indemnify, defend and hold harmless Jim Montgomery Swim School Parties from and against every claim, demand, action, liability and expense, made by any third parties and arising out of any activities engaged in by my children or me, including reasonable attorneys' fees and court costs arising out of or in connection with our acts or omissions during or in connection with the Event. THIS DEFENSE AND INDEMNIFICATION OBLIGATION APPLIES EVEN TO CLAIMS OR LAWSUITS WHICH ALLEGE, AND/OR WHICH ESTABLISH AT TRIAL THAT THE DAMAGES SUSTAINED BY THE PLAINTIFF WERE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE JIM MONTGOMERY SWIM SCHOOL PARTIES.

As the undersigned, I acknowledge that I have read this and fully understand the legal implications of this Waiver, Indemnity and Release of Jim Montgomery Swim School

____ I have read the above and agree.

MEDIA RELEASE

I hereby authorize the Jim Montgomery Swim School to use my own, my child's or my family's photo/likeness in promotions, advertising and other public relations programs of the school, including both print and online promotions, including the school's website page and/or Facebook fan page. I give my permission to the Jim Montgomery Swim School to use photographs, film footage, or tape recordings, which may include my image for purposes of promoting or interpreting school programs for no compensation.

I agree that I have no right to the images, and all rights to images belong to JMSS.

IF I choose for my child to not participate in pictures or media for JMSS I must notify the Director of Operations or Early Childhood Director to ensure this.

____ I have read the above and agree.

CONSENT FOR EMERGENCY MEDICAL TREATMENT

In the event of a medical emergency, the undersigned of the named participants, hereby grants authorization to the Jim Montgomery Swim School, and its representatives, to employ any legally licensed physician or health care facility on behalf of the undersigned and to direct/order emergency medical treatment for the above named participant/self.

____ I have read the above and agree.

SWIM DIAPERS

I hereby acknowledge that any child I bring to JMSS for swim lessons under the age of three will be required to double diaper with cloth reusable swim diapers to keep the facility safe and clean for all. This protects all children and adults from Water Borne Illnesses. You may include a disposable diaper underneath the two required cloth diapers if you would like.

____ I have read the above and agree.

AUTO BILLING

I understand that I will be billed on the first working day of every month and JMSS classes are perpetual classes. I understand that JMSS requires a 30 day notice of cancellation for all swim classes.

____ I have read the above and agree.

Student's Name: _____

Printed name: _____

Signature: _____

Date: _____