

Liability Waiver

Tiger Shark Swim School LLC Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement:

As the legal guardian of the underage participant, (the "Minor"), and on behalf of the Minor, I hereby give permission for the Minor to participate in the aquatics activities, including participation in lessons with Tiger Shark Swim School LLC (the "Lesson"); I, for myself, my spouse, children, heirs, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns and on behalf of the Minor, freely agree to the following terms pursuant to this Participant Waiver, Release of Liability and Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I warrant that the Minor is in excellent physical health with no physical limitations and/or medical conditions which would interfere with his/her ability to safely participate in the Lesson or endanger himself/herself or others;
2. I acknowledge and agree that participation in any program, including participation in this Lesson has inherent risks. I have full knowledge of the nature and extent of all risks associated with swimming including but not limited to: accidents involving drowning, head, neck or back injuries, falls, contact with other participants and Tiger Shark Swim School LLC staff, and the effects of the condition of the pool and facilities. I further acknowledge that the above list is not inclusive of all possible risks associated with the program and that the above list in no way limits the extent or reach of this Release.
3. Children must follow the directions of instructors at all times. It is imperative that the children behave and obey instructors. Potential safety hazards will be discussed. Those who conduct or influence creates safety or discipline problems will be asked to leave for the remainder of the lesson. No refunds or credits will be issued.
4. To the fullest extent permitted by law, I, as the legal guardian of the Minor, hereby Release, Waive and further agree to Indemnify, Defend and Hold Harmless, Tiger Shark Swim School LLC their subsidiary and affiliated companies, and all of their respective directors, employees, sponsors, successors and assigns (collectively, the "Released Parties"), with respect to any liability, claims(s), demand(s) cause(s)s of action, damage(s) , loss or expenses (including court costs and attorney fees) of any kind or nature ("Liability) arising out of or related to this Agreement or the Minor's participation in the Lesson, even if such Liability results from the negligent acts or omissions of the Released Parties.
5. I hereby pre-authorize the Tiger Shark Swim School LLC and their representatives to arrange for emergency medical treatment and/or ambulance or helicopter transport on the Minor's behalf if medical attention is warranted during the Minor's participation in the Lesson. I understand and

agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on the Minor's behalf.

6. I, on behalf of the Minor, hereby grant the Released Parties and their sponsors, permission to use and own all rights, without compensation, including photographs, video, digital image or other likeness of Participant taken during Tiger Shark Swim School LLC lessons and events. Such material may be used by Tiger Shark Swim School LLC for promotional and training purposes.

7. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms and conditions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, the remaining terms and provisions of this Agreement will continue in full legal force and effect.

8. Cancellation Policy- Should for any reason the client and/or the instructor are not able to make a lesson, a 24-hour notice is required unless unable due to pool circumstances. If the client fails to attend, the lesson will be missed. If there is a cancellation due to pool issues or unforeseen circumstances there will try to include a makeup lesson but in no way is this a guarantee. There are NO refunds if you choose to cancel when already in lessons unless agreed upon by the instructor. In case of bad weather, please check with your instructor and the school to reschedule the lesson, with no cancellation penalty. Should it be necessary for Tiger Shark Swim School LLC to cancel a course in its entirety, a place on the same or similar course at a later date. There may be circumstances beyond our control and contemplation, in which the pool might not be available for Tiger Shark sessions. Examples of these circumstances include (but are not limited to) damage to the pool, severe weather conditions, power failures, and industrial action. Such circumstances are referred to as 'Unavoidable Accidents.' In such a case no refund will be issued. Where reasonably possible, Tiger Shark will try and include an additional lesson during breaks or other available dates. However this can be in no way guaranteed.

9. I warrant that I am of legal age, at least 21, and that I have every right to contract in my own name and on behalf of the Minor. A parent or a legal guardian must always be present at the time of the lesson. Failure to provide a guardian will result in the cancellation of the lesson.

10. I hereby understand that Olivia DiBon, Sean Miller, The Facility Owner, and The Facility, along with Tiger Shark Swim School LLC, cannot be held responsible or liable for any incidents that may occur during swim lessons. Specifically, they are not liable for any accidents, injuries, or other incidents that happen within the scheduled instructional time of the swim lessons.

Additionally, the clause specifies that these individuals and Tiger Shark Swim School LLC are not responsible for any incidents that occur outside the designated instructional time of the lessons. In other words, if any accidents or issues occur before or after the scheduled swim lessons, these parties cannot be held accountable for them. This clause helps define the limits of their liability and clarifies that Tiger Shark Swim School LLC is only responsible for ensuring safety and supervision during the specified lesson times.

11. I hereby understand that this is a mobile swim lesson business, the location/address can vary.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

NAME OF MINOR

NAME OF PARENT/GUARDIAN

SIGNATURE OF PARENT/GUARDIAN

City of Auburn
FACILITY OWNER

465 Wrights Mill Road Auburn AL (Samford Pool)
FACILITY LOCATION (ADDRESS)

DATE