

FOR OFFICE USE

Last name First name (Office to print participant name)

FOR OFFICE USE

Class Type /Program



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WAIVER:

In consideration of permission to participate in and to use, today and on all future dates, the property, facilities, staff, equipment, and services of Daland Swim School, Inc. hereinafter ("Daland") I/my child, our heirs, personal representatives, successors and assigns, **do hereby execute this Waiver, and release, waive, discharge and covenant not to sue** Daland, including its owners, partners, shareholders, operators, members, directors, officers, employees, agents for liability and damages arising **from any and all claims, including but not limited to, those arising out of the negligence** of Daland, or that of any and all others, resulting in personal injuries, accidents or illnesses, including death, and property loss arising from my/our presence and/or participation in activities, classes, observation, and/or use of the Daland facilities, premises or equipment.

_____ initial

ASSUMPTION OF RISKS:

The use of Daland's swim school, swim team, property, facilities, staff, equipment and/or services carries with it certain inherent risks which cannot be eliminated regardless of the care taken to avoid injuries. Daland has facilities and provides for such activities as: swim team sponsorship, swim practice, swim meets, social events, community outreach, clinics, classes, and camps. Some of these activities involve situations, environments or activities that may lead to illness, physical injuries, psychological injuries, emotional distress or property damage.

The specific risks encountered during these activities vary, but the risks range from minor injuries such a bruises, blisters, scrapes, sprains; to major injuries such as broken bones, eye injury, loss of sight, ear injuries or loss of hearing, joint, neck or back injuries, heart attacks, concussions, psychological injuries; sand also include catastrophic injuries such as paralysis, traumatic brain injuries, and death. The foregoing list of risks is not meant to be an exhaustive list of risks encountered nor released, only to represent a list of risks common to the types of activities associated with these activities.

I further agree that Daland will not be responsible for loss, theft or damage to my/my child's property in, on or around Daland's facilities.

I/we have carefully read the previous paragraphs and I/we know, understand, and appreciate these and other risks are inherent in the activities made possible by Daland. I/we hereby assert that **my/my child's participation is voluntary and that I/we knowingly assume all such risks, including those that are unknown or unexpected by me/my child.**

_____ initial

PHOTOGRAPHY AND PROMOTIONAL MATERIAL:

I/we grant Daland, its representatives, and employees the right to take videos, tape recordings and/or photography of me/my child, and my property in connection with the matters set forth herein. I hereby authorize Daland, its assigns and transferees to copyright, use and publish

the same in print and/or electronically into perpetuity regardless of the media/channel. I/we agree that Daland may use such video, tape recordings and/or photography with or without my name and for any lawful purpose, including but not limited to, publicity, illustration, advertising, social media, and web content. I/we understand that photography, tape recordings and video are occasionally taken at Daland for promotional and marketing purposes. I/we agree that our likeness, voice and/or comments and those of any our family members and/or our guests may be used by Daland in Daland's promotional and marketing materials in any form.

_____ initial

SEVERABILITY:

The undersigned expressly agrees that the foregoing Waiver of liability, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California. If any portion hereof is declared or held to be invalid, the balance shall, notwithstanding, continue to be given full legal force and effect. Any dispute arising out of or relating to the interpretation, enforcement, terms of this Waiver shall be filed in Ventura Superior Court.

_____ initial

ACKNOWLEDGMENT OF UNDERSTANDING:

I/we have read this Waiver of liability, assumption of risk, and indemnity agreement, have had an opportunity to consult an independent attorney, and **I/we understand and agree that this Waiver is a contract between me/my child and Daland; and that I/we are giving up substantial rights, including my/our right to sue.** I/we acknowledge that I/we are signing this Waiver freely and voluntarily, and **I/we intend my/our signature(s) to be a complete and**

_____ initial

Dated: ____ / ____ / ____

_____/____/____
Name and date of birth of minor mm/dd/yyyy

Printed Name of Parent/Guardian

Signature of Parent/Guardian of Minor

FOR ADULT USERS:

Printed Name of Adult User

Signature of Adult User

Our mission at the Daland Swim School is to develop students of all ages and abilities into safe, confident and happy swimmers for life. **Thank you for participating in our programs.**

Student Swim History & Goals

Has the swimmer previously attended any swimming lessons or *ISR ?

*infant swimming rescue Yes NO

If yes, where? _____

How comfortable is the swimmer in water? Very Somewhat Nervous

Has the swimmer had any negative experiences associated with water?

No Yes, please explain: _____

How would you describe the swimmer's water skills?

- Just starting out Swims, but cannot breathe
 Confident, but cannot swim Confident, but no strokes
 Swims with flotation device Able to swim strokes

Are there any goals, motivators/ interests or behavioral strategies you would like to share in order to help us better interact with the swimmer?

Swim Camp

_____ I understand that my enrollment is non-transferrable, should my swimmer be unable to attend a registered day (s).

_____ Students need to be dropped off at camp start time, and picked up promptly at the end of camp.

Stroke Clinic

_____ Tuition is due at the time your Stroke Clinic is booked. Stroke Clinics are non-refundable and non-transferrable.

_____ Students may only enter the water at the beginning of the lesson and must exit at the conclusion of the lesson.

_____ In the event an instructor is absent, a substitute instructor may be provided.

_____ Stroke Clinics may be canceled if there are no students enrolled.

Swim Team

_____ Tuition is billed and paid quarterly or can be paid month-to-month (requires automatic credit card/bank card debiting).

_____ I understand that cancellation must occur prior to month's or quarter's start, depending on payment method. Cancellation requests need to be emailed to office@dalandswim.com. No refunds after a month or quarter has begun.

Swim lesson

_____ Tuition is due by **the 10th of each month**, for the following month. If payment is not received, then we assume you do not wish to continue.

_____ Refunds may be issued for cancellation requests received by the 10th of the month prior. Cancellation requests must be emailed to office@dalandswim.com before the 10th of the month prior. Cancellations received after the 10th prior will not be refunded.

_____ Auto-charge authorization is a separate form and is recommended to reserve your lesson time for the following month. For security, we do not save credit card numbers without signed authorization.

_____ Make up lessons are available for students in private and Baby and Me lessons who cancel in advance.

_____ Make up lessons do not expire until my student is no longer enrolled in lessons.

_____ All students 3 years or under, or not toilet trained, must wear disposable and non-disposable pool pants before swimming at the Daland Swim School.

_____ Students may only enter the water at the beginning of the lesson and must exit at the conclusion of the lesson.

_____ We reserve the right to provide a substitute instructor should your instructor not be available.

Emergency Medical Information

Emergency Contacts:

Name _____ Relationship to swimmer: _____

Primary Phone # () _____ - _____ Cell

Secondary phone # () _____ - _____ Home/Work

Does the swimmer have any medical issues we should be aware of?
(eg. Asthma, allergic to bees, diabetic, prone to seizures)

If so, are there any special instructions for handling the issue?

Any allergies to food or medicines :

Does your swimmer have an inhaler with them? Yes No

Does your swimmer have an EpiPen with them? Yes No

DATE

SIGNATURE

By signing and dating this document you agree to all items initialed