

## **Sports Participation Release, Waiver, & Agreement**

I desire to participate in swimming lessons (the "Sport") provided by and through Swim to Ethan Inc. (the "Company") and, in consideration of being allowed to participate in the Sport, I hereby acknowledge and agree, and represent and warrant on my own behalf and on behalf of my child or children (hereinafter collectively and on behalf of the child or children, "I") as follows:

I understand that participation in the Sport is entirely voluntary and involves physical exertion and the risk of significant direct and consequential injury. I realize that any sport activity involves some element of risk and I am fully aware of the risks of participation, which I agree to assume. I will conduct myself in a safe and prudent manner while participating in the Sport. I will follow the instruction of coaches or assistants in the Sport at all times and will not disregard any rule or requirement of participation of the Sport. Moreover, I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my participation in the Sport (including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death). I further understand that the Company does not assume responsibility for any loss, injury or damage to person or property in connection with the Sport.

I am in good physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in the Sport. I am also aware that the Company is not providing on call medical personnel to assist me in the Sport.

I have medical insurance coverage appropriate for my participation in the Sport and have provided emergency contact information to the Company. I understand and agree that the Company shall not provide any insurance for me in connection with my participation in the Sport. Nevertheless, in the event of injury, I authorize the Company to act or not act in any way the Company deems appropriate including such physical contact as the Company deems necessary to provide or arrange for medical care.

Notwithstanding the negligence (including, without limitation, gross negligence) by the Company, the Company shall not be liable under any circumstances (pursuant to any legal or equitable remedy) for injury or damage to person or property. I acknowledge that I have been informed and understand there is a risk of transmission of coronavirus or catching Covid-19 by participating in the Sport, and I hereby expressly assume that risk. Notwithstanding the negligence (including, without limitation, gross negligence) by the Company, the Company shall not be liable under any circumstances (pursuant to any legal or equitable remedy) for any sickness or injury from transmission of coronavirus or catching Covid-19. I release the Company from any liability relating to injury or sickness from participating in the Sport. I, and anyone claiming on my behalf, hereby release and forever discharge the Company and its affiliates, successors and

assigns, officers, employees, shareholders, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, losses, harms, injuries, sickness, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, arising out of or relating to my participation in the Sport.

I acknowledge I am familiar with § 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

I agree to waive and relinquish any rights and benefits which I may have under said § 1542. I acknowledge that I am aware that I may hereafter discover facts in addition to or different from those which I now know or believe to be true with respect to the subject matter of this agreement, but I intend that the releases contained herein shall fully, finally and forever release any and all matters, disputes, and differences known and unknown, suspected and unsuspected, which now exist, may now exist or heretofore have existed and which arise out of or relate to the Sport. The release herein shall be, and shall remain in effect as, a full and complete general release and waiver of all such matters notwithstanding the discovery or existence of any such additional or different facts. I warrant and represent that the effect and importance of this agreement and § 1542 is fully understood and I am executing this fully and freely, having sought any advice I feel is appropriate.

Except to the extent of the Company's gross negligence or willful misconduct, I shall indemnify, protect, defend and hold harmless the Company and its agents, from and against any and all claims, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, my participation in the Sport or any breach of the representations set forth herein. If any action or proceeding is brought against Company or its agents by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to Company. Company need not have first paid any such claim in order to be defended or indemnified.

I acknowledge that the Company does not discriminate based on race, age, sexual orientation, sex, national origin, disability, gender, religion, medical condition or any other category protected by applicable law. In addition, I understand that the Company will make reasonable accommodations for the known physical or mental limitations of its participants unless undue hardship or risk of injury would result. I understand that the Company will promptly

investigate the barriers to the participant's full participation in the Sport. I acknowledge that accommodations to eliminate the barrier which do not create undue hardship may be provided by the Company. I also acknowledge that the Company may require that I pay for such accommodations and I agree to cooperate in facilitating the accommodations to be provided.

I HAVE READ, ANSWERED AND UNDERSTAND THE ABOVE PROVISIONS AND QUESTIONS AND AGREE TO BE BOUND TO THE TERMS FOR THE DURATION OF MY PARTICIPATION IN THE SPORT WITH THE COMPANY, AS INDICATED BY SUBMITTING THIS ONLINE REGISTRATION.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)