



## **RELEASE AND INDEMNIFICATION**

The undersigned enrolled participant or parent or legal guardian of the enrolled participant, has enrolled \_\_\_\_\_ (name of participant) in swimming lessons (the "Lessons") offered by Waterloo Swim School, LLC, a swimming instructor at Balcones Country Club (the "Facilities") and does hereby agree and confirm as follows:

1. I fully recognize and understand that swimming is a HAZARDOUS activity, that there are risks of injury or illness inherent in participation in any fitness or athletic program (including, but not limited to, paralyzing injuries, brain injuries and death), and I represent to Balcones Club Management, L.P. (the "Club") and Waterloo Swim School, LLC ("WSS") that I have consulted the above-referenced participant's personal physician or other health authority and the participant is physically capable of participating in the Lessons.

2. I hereby voluntarily release, discharge, waive and relinquish, for myself and, if applicable, on behalf of the participant, any and all actions or causes of action for personal injury, property damages, or wrongful death occurring to me or the participant and arising as a result of engaging or receiving instruction in the Lessons or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities or instructions may continue. I, for myself (and, if applicable, for the participant), and my (and, if applicable, the participant's) heirs, executors, administrators and assigns, hereby release, waive, discharge and relinquish any action or causes of action aforesaid which may hereafter arise for me (and, if applicable, for the participant) and for my estate (and, if applicable, for the participant's estate), and agree that under no circumstances will I, the participant or either of our heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damages or wrongful death against the Club and/or WSS and/or its officers, directors, agents, servants, employees, parent company and subsidiaries from any and all liability of any kind or nature in connection with my (or, if applicable, the participant's) participation in the Lessons, whether the same shall arise by the negligence of any said persons, or otherwise. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE CLUB, WSS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, PARENT COMPANY AND SUBSIDIARIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGES, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF SUCH PARTIES.

3. I, for myself and, if applicable, on behalf of the participant, further indemnify and hold harmless the Club and/or WSS and/or their respective officers, directors, agents, servants, employees, parent company and subsidiaries from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including attorneys' fees and costs, ("collectively, "Claims") which might arise from my (and, if applicable, the participant's) participation in the Lessons. IT IS MY INTENTION BY THIS INSTRUMENT TO INDEMNIFY AND HOLD HARMLESS THE CLUB, WSS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, PARENT COMPANY AND SUBSIDIARIES FROM LIABILITY FOR CLAIMS CAUSED BY THE NEGLIGENCE OF SUCH PARTIES.

4. I hereby voluntarily execute and deliver this Release and Indemnification to the Club and WSS to induce the Club and WSS to permit my (and, if applicable, the participant's) participation in the Lessons, and I hereby acknowledge that such participation is at my (and, if applicable, the participant's) own risk and without any representations of any kind or character having been made by the Club and/or WSS and/or their respective officers, directors, agents, servants, employees, parent company and subsidiaries.

5. I hereby authorize any representative of WSS to have the participant treated in any medical emergency during his/her participation in the swimming lessons. Further, the participant and/or I, as the parent or legal guardian of the participant agree to pay all costs associated with medical care and transportation for the participant. I have noted on the registration form any medical/health problems of which the staff should be aware.

6. I acknowledge that photos are occasionally taken at WSS and the Club and I understand that any photo taken of the participant may be used for WSS brochures, website or other marketing purposes.

Yes, you may use the participant's photo.

No, please do not use the participant's photo.

I acknowledge that I have read the foregoing and have been fully advised that I should contact my (or, if applicable, the participant's) personal physician or other health authority prior to commencing the Lessons.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

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(Signature of Parent  
or Natural Guardian)

Address:

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