



**Assumption of Risk**

Enrolled participant ("Participant") or the adult parent or legal guardian of the Participant, on Participant's behalf, ("Responsible Party") recognizes and understands that swimming is a HAZARDOUS activity and 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. Participant/Responsible Party voluntarily executes and delivers this Release and Indemnification to the Club and WSS to induce the Club and WSS to permit Participant's participation in the swimming lessons offered by WSS ("Lessons"□), and I hereby acknowledge that such participation is at 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, employees, parent company and subsidiaries.

\_\_\_\_\_Initial to indicate agreement

**Release & Indemnification**

Participant, or Responsible Party on behalf of Participant, voluntarily releases, discharges, waives and relinquishes, any and all actions or causes of action for personal injury, property damages, or wrongful death occurring 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. PARTICIPANT, OR RESPONSIBLE PARTY ON BEHALF OF PARTICIPANT, AND ON BEHALF OF PARTICIPANT'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASES, WAIVES, DISCHARGES AND RELINQUISHES ANY ACTION OR CAUSES OF ACTION AFORESAID WHICH MAY HEREAFTER ARISE FOR PARTICIPANT AND PARTICIPANT'S ESTATE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL THE PARTICIPANT OR ITS 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, 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.

PARTICIPANT, OR RESPONSIBLE PARTY ON BEHALF OF PARTICIPANT, FURTHER INDEMNIFIES AND HOLDS HARMLESS THE CLUB AND/OR WSS AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, 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 THE PARTICIPANT'S PARTICIPATION IN THE LESSONS, REGARDLESS OF WHETHER THE CLAIMS ARISE FROM THE NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE

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**Medical Authorization**

Participant authorizes any representative of WSS to have the participant treated in any medical emergency during his/her participation in the swimming lessons. Further, the Participant agrees to pay all costs associated with medical care and transportation for the Participant. Participant has noted on the registration form any medical/health problems of which the staff should be aware.

\_\_\_\_\_Initial to indicate agreement

Registration & Tuition Payments

WSS charges an annual \$30 Family Registration Fee. Registration Fees are non-refundable.

Tuition payments are due upon enrollment in a class. WSS accepts MasterCard, Visa, debit cards, checks and cash. There is a \$25 fee for returned checks.

\_\_\_\_\_Initial to indicate agreement.

Low Enrollment

In the event that there is only one (1) student in a class, please understand you might be asked to switch times to properly fill classes. If you wish to stay in the original date/time slot, we will need to charge you for private or semi-private lessons.

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Make-Up Classes

If you or your child are too sick to participate, please stay home and get well. We do offer make-up classes only if there is availability in the same session and in a similar class/level as enrolled. All make-up classes must be completed within the session.

If WSS needs to cancel a class for any reason, we will attempt to provide a make-up class. If one is not made available, credit will be applied to your account.

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Swim Diapers

All children under the age of 3 and those not potty trained must wear a fitted, reusable swim diaper while swimming. These are available for purchase at the pool. Plastic training pants, disposable swim diapers, or regular diapers are NOT allowed.

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Photo Release

Being the parent or guardian of a child registered in Waterloo Swim School , I give permission for photos or videos of my child participating in the program to be used for advertising purposes with Waterloo Swim School only. Please make a note in the comments box below if you would like to refrain from this policy.

\_\_\_\_\_Initial to indicate agreement

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

\_\_\_\_\_  
Date

Comments: