

SWIM STARS LLC WAIVER/RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, (the enrolled participant or the parent/guardian of the participant) agree and understand that swimming is a HAZARDOUS activity. I recognize that there are risks inherent in the sport of swimming, including but not limited to, paralyzing injuries and death.

The participant hereby agrees to participate in swim lessons, swim classes, etc. and hereby agrees to indemnify and hold harmless Swim Stars LLC, its owners, coaches, instructors, officers, directors, agents and employees against any liability resulting from any injury that may occur to the participant while participating in swim lessons. The participant also agrees to indemnify Swim Stars LLC for any damages incurred arising from any claims, demand, action or cause of action by the participant.

The participant authorizes any representative of Swim Stars LLC to have the participant treated in any medical emergency during their participation in swim lessons. Further, the participant and/or parent/guardian agrees to pay all costs not covered with medical insurance.

I have noted on the back of this form any medical/health problems of which the staff should be aware.

I HAVE CAREFULLY READ THE ABOVE LIABILITY RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE.

Signed: _____ **(Participant or Parent/Guardian) Date:** _____

PARTICIPANT INFORMATION

Participants Name: _____ Telephone Number: _____

E-Mail: _____ Address: _____

In case of emergency please notify:

Name: _____ Phone: _____

Does the participant have any physical or mental disabilities that staff should be aware of for instructional modifications or emergency purpose? **Yes** or **No**

If yes, please explain: _____

Payment is due at the time of enrollment for lessons. We reserve the right to decline service or stop a lesson for inappropriate behavior or unsafe conditions. While we believe you will be completely satisfied with our instructors, if you feel you would like to discontinue lessons, you can cancel your lessons at any time. Due to a very tight schedule, there is a 2 weeks' notice required for any package termination. Reimbursements that meet the above qualifications will be issued within 15 days of notice. Client is required to send an email to info@swimstars.biz to request make up lesson only due to child being sick or having a major school event. Make-up lessons will not be granted past enrollment expiration date. parent and participants are obligated to follow Swim Stars rules and policies posted on Swim Stars website www.swimstars.biz at all times.

Participants or Legal Guardian Signature: _____



Saint Peter's
UNIVERSITY

**Saint Peter's University Recreational Life Center
Parental or Guardian's Waiver, Release and Indemnity Form**

The undersigned being the parent, guardian or person having the care and custody of:

(minor participant's name) _____
(please print name) (date of birth)

does hereby consent that said minor may take part in the activity listed below

Swimming lesson conducted by the Swim Stars LLC

that will take place at the Saint Peter's College Yanitelli Recreational Life Center located at 870 Montgomery Street, Jersey City, New Jersey.

By signing this agreement, the parent/guardian agrees to discharge Saint Peter's University and all of its officers, agents, and employees from all claims, demands, actions, or causes of action of any injury which may occur to the aforementioned minor participant from using the facilities while participating in the above mentioned activity and during the length of his/her visit to the Yanitelli Recreational Life Center and furthermore the entire campus of Saint Peter's University. Further, the parent/guardian agrees to hold Saint Peter's University harmless and fully indemnify the University from any action for damage to property or persons from acts of said minor participant.

By signing this agreement, I, the undersigned parent/guardian, understand that I am bound by the above statements in this Waiver, Release, and Indemnity form.

Date of Signature

Printed name of parent or guardian

Phone number of parent or guardian

Signature of parent or guardian

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION

While participating in the programs held or sponsored by the Swim Stars LLC (also referred to as Swim Stars) and its subsidiaries “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Swim Stars has put in place preventative measures to reduce the spread of COVID-19. However, Swim Stars cannot guarantee that its clients, staff, participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Swim Stars programs and/or other activities. By attending a Swim Stars program, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19;
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Clients, staff and participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever or chills, cough, shortness of breath and difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea) and, contact Swim Stars at info@swimstars.biz if he/she or their child experiences symptoms of COVID-19 within 14 days after participating in Swim Stars program.

LIABILITY WAIVER AND RELEASE OF CLAIMS

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation with Swim Stars, and I willingly engage in Swim Stars program activities (the “Activity”).

RELEASE AND WAIVER

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE SWIM STARS LLC AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, PRESIDENT AND VICE PRESIDENT, OFFICERS, EMPLOYEES, STAFF, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK.

I acknowledge and understand the following:

- 1.Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- 2.I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- 3.I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Swim Stars program activities ("Activity") is my own choice and is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Swim Stars LLC (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims").

BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

PARTICIPANT INFORMATION

Participants Name: _____ **Telephone Number:** _____

Signed: _____ **(Participant or Parent/Guardian) Date:** _____

E-Mail: _____ **Address:** _____