MAKING WAVES SWIM SCHOOL & INDIGO DIVE CENTRE

Participation Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement:

I, _____ hereafter referred to as the swimmer agree to participate in the aquatics activities, including participation in lesson, open swim and ordinary swimming facility use, at the Indigo Dive Centre and Making Waves Swim School (the 'Lesson"); I for myself, my spouse, children, heirs, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns, freely agree to the following terms pursuant to the Participant Waiver, Release of Liability and assumption of Risk and Indemnity Agreement (the "Agreement");

1. I warrant that I am in excellent physical health with no physical limitations and/or medical conditions which would interfere with his/her ability to safely participate in the Lesson or endanger himself/herself or others;
2. I acknowledge and agree that the participation in programme, including participation in this Lesson has inherent risks. I have full knowledge of the nature and extent of all risks associated with swimming including but not limited to: accidents involving drowning, head, neck or back injuries, falls, contact with other participants and Indigo Scuba/Making Waves staff, and the effects of the condition of the pool and facilities. I further acknowledge that the above list is not inclusive of all possible risks associated with the programme and that the above list in no way limits the extent or reach of this Release.
3. To the fullest extent permitted by law, I hereby Release, Waive and further agree to Indemnify, Defend and Hold Harmless, Making Waves and Indigo Scuba their subsidiary and affiliated companies, and all of their respective directors, shareholders, officers, employees, agents, sponsors, successors and assigns (collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expenses (including court costs and attorney fees) of any kind or nature ("Liability") arising out of or related to this Agreement or the Minor's participation in the Lesson, even if such Liability results from the negligent acts or omissions of the Released Parties.
4. I hereby pre-authorise Making Waves and their representatives to arrange for emergency medical treatment and/or ambulance or helicopter transport on my behalf if medical attention is warranted during the my participation in the Lesson. I understand and agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf.
5. I hereby grant the Released Parties and their sponsors, permission to use and own all rights, without compensation, including photographs, video, digital image or other likeness of Participant taken at the Making Waves Swim School/Indigo Dive Centre. Such material may be used by Making Waves for promotional and training purposes.
6. I hereby warrant that I have read the Agreement carefully, understand its terms and conditions acknowledge and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms and conditions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statement or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, the remaining terms and provisions of this Agreement will continue in full legal force and effect.
7. I warrant that I am of legal age, at least 18, and that I have every right to contract in my own name.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Swimmer:

_____ _____ _____

Signature ***Printed Name*** ***Date***

Witness:

_____ _____ _____

Signature ***Printed Name*** ***Date***