

# Dolphins of the Desert Swimming Academy, LLC

## RELEASE AND WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to enter the rented facilities of **Dolphins of the Desert Swimming Academy, LLC**, for any purpose, including, but not limited to observation or equipment, use of facilities or equipment, or participation in any way, I acknowledge and agree to the following:

**INSPECTION.** I have inspected, or immediately upon entering will inspect **Dolphins of the Desert Swimming Academy, LLC**, rented premises, facilities, and equipment. I understand that my entry into **Dolphins of the Desert Swimming Academy, LLC**, for any purpose constitutes an acknowledgment that I have inspected such premises, facilities and equipment and that I find such premises, facilities and equipment are safe and reasonably suited for their intended purposes.

**RELEASE AND WAIVER OF LIABILITY, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agent and assigns, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Dolphins of the Desert Swimming Academy, LLC, or its directors, officers, employees, and agents for any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgment of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer while on Dolphins of the Desert Swimming Academy, LLC, premises, including parking areas and adjacent sidewalks, REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, OR OTHERWISE.**

**ASSUMPTION OF RISK.** I understand that there are potential dangers incidental to my use of Dolphins of the Desert Swimming Academy, LLC, some of which may expose me to the risk of personal injuries, property damage or even death. I understand these potential risks include, but not limited to strenuous physical activity, condition of exercise or other equipment, and the negligent or willful acts of other **Dolphins of the Desert Swimming Academy, LLC**, users. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN ARISING FROM DOLPHINS OF THE DESERT SWIMMING ACADEMY LLC, OR OTHERWISE.**

**INDEMNITY.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, agree to **HOLD HARMLESS, DEFEND AND INDEMNIFY DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, from any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgment of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my use of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, OR OTHERWISE.**

**RULES.** I agree to accept all rules and regulations of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, which are available upon request, and grant **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, the right to terminate Participant's participation in **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, if it is determined that Participant's conduct is detrimental to the best interests of, or violates any rule of, **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC.**

**NO SUPERVISION.** I understand and agree that **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, will not provide supervision of my child's use of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC.**

**MEDICAL CONSENT.** I hereby authorize the staff of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, to act for me according to their best judgment in any emergency in which Participant requires medical attention.

**CHOICE OF LAW/SEVERABILITY:** I agree that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") shall be construed in accordance with the laws of the State of Arizona and that this Agreement is intended to be as broad and inclusive a permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Participant's Printed Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

**Dated:** \_\_\_\_\_