

WAIVER OF LIABILITY PERMISSION FORM

This Agreement waives the liability of Bingham Swim School, Melanie Bingham and those acting in behalf of Bingham Swim School, for any use of the services, facilities, swimming pool or activities on property. **A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian.**

PLEASE READ CAREFULLY AND SIGN BELOW

I, the applicant signing below wish either for myself or my child (Print all names of children and adults who will be attending and/or watching swim lessons)

\_\_\_\_\_ to utilize the services, facilities, swimming pool, and/or programs offered by Bingham Swim School at Bingham's pool and property.

1. I hereby agree that the use of the services, facilities, swimming pool, and/or programs is at my child's (if applicable) and my own risk. As a condition of my and my child's (if applicable) use of such services, facilities, swimming pool and/or programs. I on behalf of myself, my heirs and assigns and my child (if applicable), expressly agree to forever discharge, waive and release Bingham Swim School and Bingham's pool and property, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of Bingham's Swim School and the Bingham's Pool and property, its owners, management, staff, servants, agents, employees and/or independent contractors that I or my child (if applicable) may have or acquire against Bingham's Swim School and the Bingham's Pool and property, its owners, management, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child (if applicable) or myself or others resulting from, connected with, or caused by the use of Bingham's Swim School and the Bingham's Pool services, fitness programs, swimming pool and /or facilities whether located on or off the Bingham's Swim School and the Bingham's Pool premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, programs, swimming pool or facilities or property. I further agree to defend, indemnify and hold harmless Bingham's Swim School and the Bingham's Pool, its owners, management, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by my or my child's (if applicable) use of Bingham's Swim School and the Bingham's Pool services, fitness programs, swimming pool and facilities, whether located on or off the Bingham's Pool premises and property.

2. I declare and affirm that I and my child (if applicable) am (or are) in good medical and physical condition and that the use of the Bingham's Swim School and the Bingham's Pool services, facilities, swimming pool and/or fitness programs does not pose any danger to me or my child's (if applicable) health.

3. I agree that I and my child (if applicable) will abide by all the rules and regulations of the Bingham Pool facility, which may be posted at the Bingham's Swim School, or issued orally and/or published on the pool rules display at the Bingham's Swim School Pool. These rules may

be amended at the Bingham's Swim School and the Bingham's discretion. I agree that I and my child (if applicable) will not engage in behavior injurious to the enjoyment of the lessons and or activities. I understand and agree that I and my child's (if applicable) use of Bingham's Swim School and the Bingham's Pool may be immediately terminated if my (or their) behavior is not in accordance with the above.

Please check one of the following:

I give permission for Bingham's Swim School to take photos and/or videos of my child(ren) during lessons and use them on their website and/or social media pages.

I DO NOT give permission for Bingham's Swim School to take photos and/or videos of my child(ren) during lessons and use them on their website and/or social media pages.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my child (if applicable) by signing the Agreement.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Parents Name \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contract Person \_\_\_\_\_

Phone# \_\_\_\_\_

Please list the session(s) you are registering for: \_\_\_\_\_