

AQUATICA

POOL MANAGEMENT, INC.

LIFEGUARD TRAINING COURSE REGISTRATION FORM PARTICIPANT

First name

Last name

Age

Date of birth

PARTICIPANT'S SIGNATURE (A parent's signature is also required for participants under 18 or participants still in high school, regardless of age.)

Signature

Date

PARENT OR GUARDIAN SIGNATURE (Required only if participant is under 18 or still in high school, regardless of age.)

Signature

Date

ADDRESS OF PARTICIPANT

Street

City

State

Zip

Phone (primary)

Phone (secondary)

Email

EMERGENCY CONTACT (Must be a parent or legal guardian if participant is under 18 or still in high school,

NAME:

PRIMARY PHONE:

SECONDARY PHONE:

RELATIONSHIP:

PARTICIPANT-IDENTIFIED MEDICAL/PHYSICAL LIMITATIONS (Explain if appropriate or write "none.")

FEE INFORMATION

LIFEGUARD TRAINING: \$285

LIFEGUARD RECERTIFICATION: \$100

MAKE CHECKS PAYABLE TO: AQUATICA POOL MANAGEMENT, INC.

AQUATICA

POOL MANAGEMENT, INC.

WAIVER

IN CONSIDERATION of being permitted to participate in any way in the activity: LIFEGUARDING, WATER SAFETY, FIRST AID, CPR AND/OR AED COURSES ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. **FULLY UNDERSTAND** that: (a) **CLASS PARTICIPATION, ESPECIALLY ACTIVITIES INVOLVING SKILL PRACTICE AND TESTING (ESPECIALLY IN-WATER PRACTICE AND TESTING), HAVE RISKS OF INJURY INCLUDING SERIOUS BODILY INJURY OR DEATH (Risks);** (b) **TRAVELING TO AND FROM CLASS** at the start, end, or break of class, **OR TRAVELING TO SEPARATE TRAINING SITES**, if two or more training sites are utilized, may involve driving, ride sharing, or otherwise traversing public streets, **THEREBY INCURRING ADDITIONAL RISK OF INJURY INCLUDING SERIOUS BODILY INJURY OR DEATH (Risks);** (c) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;** (d) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** Aquatica Pool Management, Inc., its instructors/coaches/leaders conducting the Activity as well as their agents, employees, third party contact instructors, guest speakers, or assistants; the certifying agency if course certificates are being issued; other course participants; and, if applicable, the owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, AND RECREATIONAL OPERATIONS AND ACTIVITIES;** AND I **FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against any of the Releases, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

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