



# Goldfish Waiver

Parent or Guardian Name(s) \_\_\_\_\_ and \_\_\_\_\_

1st Child: First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

2nd Child: First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

3rd Child: First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

4th Child: First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Home Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Cell 1 \_\_\_\_\_ Cell 2 \_\_\_\_\_

Preferred Email Address(es) \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Emergency Contact 1 \_\_\_\_\_ Phone Number \_\_\_\_\_ Relationship to Student \_\_\_\_\_

Emergency Contact 2 \_\_\_\_\_ Phone Number \_\_\_\_\_ Relationship to Student \_\_\_\_\_

Please list any medical conditions (allergies, special needs, etc.) that we should be aware of while working with your child(ren)

Family Swim pricing is \$10 per person or \$30 per family (maximum), unless otherwise noted.

## INFORMED CONSENT AND WAIVER/RELEASE OF LIABILITY

The undersigned, both individually, and as the parent, legal, or supervising guardian of the participating child(ren) listed above and on their behalf (Parent and Child(ren) are collectively the "Participant"), agree and understand that swimming is a hazardous activity and involves some element of personal risk. You understand that these risks are inherent in and incidental to the sport of swimming, including, but not limited to, paralyzing injury and death. The Participant hereby assumes these risks and dangers.

In consideration of the Participant being permitted to participate in the swim lessons, events, parties, and programs ("Program"), and to otherwise make use of the facilities (collectively the "Program") of Burlington Swim School, LLC d.b.a. Goldfish Swim School — Burlington ("Goldfish," which term includes the "Released Parties," defined below), the Participant recognizes and assumes the risks, hazards and dangers of injuries from their participation in the Program, including without limitation, paralyzing injury, death, or contracting any infectious communicable disease, such as, without limitation, measles, mumps, Influenza, COVID-19, chicken pox, rubella, and whooping cough, regardless of whether the source is a customer, participant, instructor, staff member, or any other individual present at the facility. The Participant, on his or her own behalf and on behalf of any persons claiming by, through or under him or her, hereby waives, releases and forever discharges any and all claims or causes of actions which the Participant may have now or hereafter against Goldfish, whether known or unknown, arising out of any injuries, contraction of infectious communicable disease or damage that the Participant may sustain in connection with his or her participation in the Program and will indemnify and hold Goldfish harmless against any and all such claims or causes of action. The Participant's covenant to indemnify and hold Goldfish harmless includes Goldfish's attorneys' fees and costs incurred in connection to the claim or cause of action.

The Participant's waiver, release, discharge and agreement to indemnify and hold Goldfish harmless extends to Goldfish and its respective officers, directors, members, managers, agents, owners, shareholders, employees, successors, assigns, and affiliated companies, and its franchisor and its officers, directors, members, managers, agents, owners, shareholders, employees, successors, assigns, franchisees and affiliated companies (collectively, the "Released Parties"). The Participant hereby further agrees not to sue Goldfish for the claims waived and released in this Agreement. The Participant further agrees to indemnify and hold harmless Goldfish from claim or liability from any injury (including death) to any other person(s) caused by or related to actions of the Participant. The Participant expressly understands that he or she is agreeing to waive, release, not sue, indemnify and hold harmless Goldfish for any claims, liability, damages or losses arising from injuries to or caused by the Participant while engaged in the Goldfish Program. Participant further agrees and understands that he or she will be responsible for Goldfish's attorney's fees and cost incurred in the event the Participant breaches this Agreement.

Goldfish assumes no responsibility for any personal property used, placed in or about the facility.

If a provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction then it shall be reduced in scope so as to provide Goldfish with the maximum protection allowed by law and it shall not affect the validity or enforceability of any other provision. Any legal action arising from or related to the Participant's participation in the Program or this Agreement shall be commenced in the county in which Burlington Swim School, LLC d.b.a. Goldfish Swim School — Burlington is located.

## MEDICAL AUTHORIZATION

The Participant authorizes Goldfish to treat or have Participant treated in any medical emergency during their participation in the Goldfish Programs. Further, the Participant agrees to pay all costs associated with medical care and transportation for the Participant.

## PHOTOS AND/OR VIDEO

I understand that photos and/or video are taken at Goldfish and that any photo and/or video taken of my child(ren) may be used by Goldfish and/or Goldfish Swim School Franchising, LLC for publicity or training purposes.

This Informed Consent and Waiver/Release of Liability is executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Parent or Guardian Signature

Printed Name

Date

