

Waiver and Assumption of Risk

ASSUMPTION OF RISK: IT IS UNDERSTOOD THAT THERE ARE CERTAIN INHERENT RISKS RELATED TO THE USE AND PARTICIPATION OF THE SWIM GURU. THERE IS A VERY COMMON POSSIBILITY OF INJURY, FURTHERMORE, IT IS UNDERSTOOD THAT SWIM GURU SERVICES ARE INHERENTLY DANGEROUS. RISKS INCLUDE, BUT ARE NOT LIMITED TO, SEVERE BODILY INJURY AND EVEN DEATH. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT USE OF THE SWIM GURU AND PARTICIPATION IN THE SWIM GURU SPONSORED ACTIVITIES OR EVENT AND PARKING AND TRANSPORTATION PROVIDED BY THE SWIM GURU SHALL BE AT MEMBER'S SOLE RISK (OR AT SOLE RISK OF MEMBER'S GUEST, AS THE CASE MAY BE). NOTWITHSTANDING ANY CONSULTATION ON EXERCISE PROGRAMS THAT MAY BE PROVIDED BY EMPLOYEES OF THE SWIM GURU, IT IS UNDERSTOOD THAT THE SELECTION OF SERVICES, METHODS, AND TYPES OF EQUIPMENT SHALL BE MEMBER'S OR GUEST'S ENTIRE RESPONSIBILITY. MEMBER IS RESPONSIBLE FOR EVALUATION ALL RISKS ASSOCIATED WITH THE USE AND PARTICIPATION IN PROGRAMS AND ACTIVITIES OF THE SWIM GURU. MEMBER'S USE OF AND PARTICIPATION AT THE SWIM GURU IS ENTIRELY VOLUNTARY AND WITH KNOWLEDGE OF THE EXISTENCE OF KNOWN AND UNKNOWN RISKS. THE SWIM GURU, (WHICH SHALL INCLUDE SWIM GURU, LLC, AND ANY OWNER OF ANY ASSOCIATED PREMISES, THEIR OFFICERS, EMPLOYEES, AGENTS, MANAGER OR AFFILIATES) SHALL NOT BE RESPONSIBLE TO MEMBER OR ANY GUEST OF ANY MEMBER FOR EDUCATING ABOUT THE RISK OF USE OF THE SWIM GURU. THE SWIM GURU SHALL NOT BE LIABLE TO MEMBERS OR THEIR GUEST FOR ANY LOSS, DAMAGE OR THEFT OF ANY PROPERTY OF ANY KIND INCLUDING AUTOMOBILES OR ITEMS STORED AT A FACILITY. THE MEMBER AGREES THAT HE OR SHE HAS THE OBLIGATION TO INFORM ANY GUEST OF THE PROVISIONS OF THIS AGREEMENT.

MEDICAL: MEMBER REPRESENTS AND WARRANTS THAT MEMBER IS IN GOOD PHYSICAL CONDITION AND THAT HE OR SHE HAS NO ILLNESS OR COMMUNICABLE DISEASE, DISABILITY, IMPAIRMENT, OR AILMENT PREVENTING HIM OR HER FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR THAT WILL BE DETRIMENTAL TO HIS OR HER HEALTH, SAFETY, COMFORT, OR PHYSICAL CONDITION OR DETRIMENTAL TO THE HEALTH, SAFETY OR COMFORT OF OTHER MEMBERS OR GUESTS OF SWIM GURU. IF MEMBER SHOULD DEVELOP ANY SUCH ILLNESS OR COMMUNICABLE DISEASE, DISABILITY, IMPAIRMENT, OR AILMENT DURING THE TERM, MEMBER AGREES TO DISCONTINUE HIS/HER MEMBERSHIP UNTIL HE/SHE HAS RECEIVED AND APPROPRIATE MEDICAL RELEASE FOR MEMBER'S DOCTOR AUTHORIZING MEMBER TO CONTINUE USING SWIM GURU. THE SWIM GURU IS UNDER NO OBLIGATION TO MAKE ANY FURTHER INQUIRY REGARDING THE MEMBER'S HEALTH OR PHYSICAL CONDITION. ALL MEMBERS ARE STRONGLY ENCOURAGED TO HAVE A COMPLETE PHYSICAL EXAMINATION BY A MEDICAL DOCTOR PRIOR TO BEGINNING NAY PROGRAM OF STRENUOUS ACTIVITY.

Member Name or Name of Legal Guardian:

Member Signature or Signature of Legal Guardian:

_____ **Date:** _____