**READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**
I enter into this release and waiver of liability in connection with being onsite at any Samantha's Learn to Swim ("Company") property and/or participating in any service offered by Company whether at its location(s), offsite, or digitally (collectively, the “Activities” or “Activity”). I agree to the following:

This release and waiver equally applies to my entering or exiting any facility operated by Company and whether my participation in the Activities occurs at a Company facility or not and whether inside or outside.

I alone assume all risks associated with being on, entering, or exiting Company premises and with participating in any Company Activity. Those risks include but are not limited to injuries from slipping or tripping; drowning; falling; overexertion; **alleged negligent maintenance, instruction, or hiring**; from miscarriage or other pregnancy-related complications; from allegedly negligent cleaning and/or building/facility maintenance;**from equipment** (including but not limited to the sudden, unforeseen malfunctioning of any equipment); from aggravation of a pre-existing injury; from other participants in the Activities; from any interaction with a Company staff member; from an allergic or chemical reaction to any agent and/or cleaner of the equipment; or from the contraction of any illness, disease, condition, or infection from this premises or allegedly, our staff or other participants. I acknowledge that these injuries could be psychological, emotional, or physical and that they could be minor or significant (including death).

If I am suffering from any relevant medical condition, it is my responsibility to inform a Company instructor or staff member in writing before participating in any class or event.

**I agree not to hold Company: Samantha's Learn to Swim,  (including any related/affiliated entities), their employees, and/or Owners (the “Released Parties”) liable in any respect for negligence stemming from any injury or death stemming from or related to any of the aforementioned Activities or risks enumerated in this agreement of which I have explicitly been made aware and for which I have assumed sole legal responsibility.**
I understand that the Released Parties are not responsible for any loss of personal property. I further understand that by participating in these Activities with Company that I am consenting to be depicted in photographs and video for marketing purposes.

I understand that, except to request a monetary refund for that individual session or class, I have no claim against the Released Parties by reason of their refusal to allow me to participate in any Activity or event. I acknowledge and understand that no employee or agent of Company is a licensed dietitian, physician, or physical therapist, and that any products, services, information, guidelines, or advice provided by Company shall not be construed as dietary, medical, or rehabilitative advice or as treatment for any medical or physiological condition, pathology, or disability, and that they carry no express or implied warranty of any kind, including, but not limited to, warranties regarding safety or suitability for a particular purpose. It is my responsibility to look out for my own safety at all times.

**I agree to indemnify, defend, and hold harmless the Released Parties against any claims, liability, damages, defense costs (including attorneys’ fees), and any other costs incurred in connection with claims for bodily injury, wrongful death, loss of consortium or property damage arising out of or otherwise related to my participation in these Activities.** I agree that if I (on my own behalf or on behalf of another, including an estate) assert a claim (including a claim for negligence or wrongful death) against any of the Released Parties and/or otherwise breach my agreement not to sue any of the Released Parties, I will pay all reasonable fees (including attorneys’ fees), costs, and expenses incurred by said Released Parties to defend (1) the claim; and (2) all other claims arising out of the same facts as the claim.

In consideration of my participation in Company’s Activities, I understand and voluntarily accept these risks and agree to not hold the Released Parties liable for any injury or claim which arises from my participation in such Activities, events, the use of these facilities or from any risk or situation described in this document. Accordingly, I do hereby forever release and discharge the Released Parties from any and all claims or causes of action to the fullest extent allowable by law.

To the extent applicable, I consent to my minor child (“the Minor”) participating in these Activities. I know that these Activities carry specific risks identified in this agreement and I believe the Minor is qualified and of the appropriate age to participate in these Activities. If, despite this release, I, the Minor, or anyone on the Minor’s behalf, makes a claim against any of the Released Parties, **I agree to defend, indemnify, and hold harmless the Released Parties from any litigation expenses, attorneys fees, costs, loss, liability, or damages they incur whether the claim is based in negligence or otherwise.**

The validity, enforcement, construction, and interpretation of this agreement shall be governed by Illinois law. Any action or proceeding arising in connection with this agreement and/or with the undersigned’s participation in any session or event with Company or from being on its premises or against Company in any respect, can only be brought in Cook County, Illinois. All parties to this agreement waive any objection to the jurisdiction of these courts whether based on convenience or otherwise.

If any provision or part-provision of this Release is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. By signing this release, I acknowledge that I understand its contents and that this release cannot be orally modified. I voluntarily agree to the terms and conditions stated above. I sign this agreement on my own behalf and, if applicable, on behalf of the Minor.