



# STARFISH SWIM SCHOOL

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("RELEASE")

Read this Release carefully before signing it. Your signature indicates your understanding of, and agreement to, its terms.

I, \_\_\_\_\_ ("**Undersigned**"), residing at \_\_\_\_\_,  
(town/city) (State and Zip Code)  
am the parent/legal guardian of \_\_\_\_\_,  
(name of child(ren))  
whom I wish to enroll in Starfish Swim School ("**Participant(s)**").

In consideration for the privilege of allowing the Participant(s) to enroll in swimming classes offered by the Swim School of Colorado, LLC, a Colorado limited liability corporation, dba as Starfish Swim School ("**School**", which term shall include its directors, officers, owners, employees, agents, guides and volunteers), and to participate in the activities provided or arranged by the School, the Undersigned, individually and on behalf of the Participant(s), and our personal representatives, heirs, next-of-kin, spouse and assigns, hereby:

1. Acknowledges that swimming, swimming lessons and all associated activities, and use of the School's facilities, equipment and gear (collectively, "Activities"), may be dangerous and may involve RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the potential hazards, including without limitation:
  - a. Accidents involving drowning, head or spine injuries, or other bodily injuries;
  - b. Slipping and falling because of footing conditions, wet surfaces, or other conditions; and,
  - c. Contact with other participants, swimmers, School personnel, or individuals.
2. Voluntarily assumes the risk and danger of injury(s) or death inherent in the participation in the Activities.
3. RELEASES, DISCHARGES AND PROMISES NOT TO SUE the School for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage or injury (including death) to the Undersigned, the Participant(s) or their personal property.
4. RELEASES the School from any claim of negligence in connection with the Participant's(s') participation in the Activities, including but not limited to training, maintenance, care, equipment or gear, condition of facilities, or supervision of the Participant(s) or the other participants.
5. INDEMNIFIES, SAVES AND HOLDS HARMLESS the School from and against any loss, liability, damage or cost arising out of or in any way connected with Participant's(s') participation in the Activities, use of the School's facilities, equipment and gear, or any acts or omissions of the Participant(s), the other participants, School personnel, or any other person or entity.
6. Agrees to abide by and follow any instructions given or rules established by the School regarding the Activities or Participant's(s') use of the School's facilities, equipment or gear.
7. Expressly agrees this Release is governed, and is intended to be as broad and inclusive as permitted, by Colorado law. If any portion of this Release is declared invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Understands and agrees this Release is a contract. If a lawsuit or proceeding is filed against the School for any injury or damage in breach of this contract, the Undersigned will pay all reasonable attorneys' fees, costs and expenses incurred by the School in defending the lawsuit or proceeding, including attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

**I HAVE READ THIS RELEASE AND WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I UNDERSTAND IT IS THE SCHOOL'S INTENT, IN WHICH I CONCUR, TO AVOID ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS OR DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN BY OR THROUGH ME, THE PARTICIPANT(S) OR ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE PARTICIPANT'S(S') PARTICIPATION IN THE ACTIVITIES OR USE OF THE SCHOOL'S FACILITIES, EQUIPMENT OR GEAR, OR MY ENTERING THE SCHOOL'S PREMISES, OR USING ITS FACILITIES, EQUIPMENT OR GEAR. I FULLY REALIZE PARTICIPANT(S) MAY SUSTAIN DAMAGES, INJURIES, LOSSES OR LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM PARTICIPATION IN THE ACTIVITIES, OR USING THE SCHOOL'S FACILITIES, EQUIPMENT OR GEAR. BY EXECUTING THIS DOCUMENT, I FULLY INTEND, INDIVIDUALLY AND ON BEHALF OF THE PARTICIPANT(S), TO RELEASE THE SCHOOL FROM ANY AND ALL SUCH DAMAGES, INJURIES, LOSSES, OR LIABILITIES, WHETHER ARISING FROM NEGLIGENCE OR OTHERWISE.**

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

(If under eighteen years of age, parent, guardian, or custodian must sign this Release, Indemnification and Covenant Not to Sue)

**RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE**

In consideration for the minor(s) identified on page 1 being permitted by the School to participate in the Activities, and to use the School's facilities, equipment and gear, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the above minor, individually and on behalf of the minor(s), hereby joins in the foregoing Release and agrees to save and hold harmless, indemnify, and forever defend the School from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees, costs and expenses), and negligence made or brought by the minor(s) or by anyone on behalf of the minor(s), as a result of the minor's(s') participation in the Activities, and use of the School's facilities, equipment and gear. I, individually and on behalf of the minor(s), further agree not to sue the School as a result of any injury, loss, or death the minor(s) suffers in while participating in the Activities or using the School's facilities, equipment and gear.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor

\_\_\_\_\_  
Print Name of Minor

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Consent for Emergency Medical Treatment**



In the event of a medical emergency (real or apparent), the undersigned Parent(s)/Guardians(s) of the above named Participant(s), hereby grants authorization to Starfish Swim School, Inc., and its employees and representatives, to engage at its sole discretion and judgment, any licensed physician or health care facility on behalf of the Participant(s), and to direct and/or order such emergency medical treatment for the Participant(s) as may seem reasonably necessary under the circumstances. Each of the undersigned further agrees and promises to indemnify and hold harmless Starfish Swim School, Inc. and its directors, officers, employees, and representatives, for exercising the foregoing authority. I/we further authorize any representative or employee of Starfish Swim School, Inc. to have the Participant(s) treated in any medical emergency center while participating in the Activities described above.

I/we understand **photographs/videos** are occasionally taken at the School. I/we agree any photographs/videos taken of the Participant(s) may be used, without compensation, for School publicity or other business purposes without obtaining additional consent, SMILE!

**I/WE HAVE CAREFULLY READ THIS DOCUMENT, AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE TERMS, CONSENT AND AGREE HERETO.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT MEDICAL INFORMATION**

Is there any medical history or learning disability we should know about to help us teach your child?

---

---

Is your child involved in any type of therapy (OT/PT speech or other?) Please explain if yes.

---

---

Please note any problems that might affect your child's ability to take swimming lessons?

---

---

Is there other information we should know about your child?

---

---

\*Colorado Revised Statutes Section 13-22-107

**CRS 13-22-107. Legislative declaration - definitions - children - waiver by parent of prospective negligence claims.** (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES IT IS THE PUBLIC POLICY OF THIS STATE THAT:

(I) CHILDREN OF THIS STATE SHOULD HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN SPORTING, RECREATIONAL, EDUCATIONAL, AND OTHER ACTIVITIES WHERE CERTAIN RISKS MAY EXIST;

(II) PUBLIC, PRIVATE, AND NON-PROFIT ENTITIES PROVIDING THESE ESSENTIAL ACTIVITIES TO CHILDREN IN COLORADO NEED A MEASURE OF PROTECTION AGAINST LAWSUITS, AND WITHOUT THE MEASURE OF PROTECTION THESE ENTITIES MAY BE UNWILLING OR UNABLE TO PROVIDE THE ACTIVITIES;

(III) PARENTS HAVE A FUNDAMENTAL RIGHT AND RESPONSIBILITY TO MAKE DECISIONS CONCERNING THE CARE, CUSTODY, AND CONTROL OF THEIR CHILDREN. THE LAW HAS LONG PRESUMED THAT PARENTS ACT IN THE BEST INTEREST OF THEIR CHILDREN.

(IV) PARENTS MAKE CONSCIOUS CHOICES EVERY DAY ON BEHALF OF THEIR CHILDREN CONCERNING THE RISKS AND BENEFITS OF PARTICIPATION IN ACTIVITIES THAT MAY INVOLVE RISK;

(V) THESE ARE PROPER PARENTAL CHOICES ON BEHALF OF CHILDREN THAT SHOULD NOT BE IGNORED. SO LONG AS THE DECISION IS VOLUNTARY AND INFORMED, THE DECISION SHOULD BE GIVEN THE SAME DIGNITY AS DECISIONS REGARDING SCHOOLING, MEDICAL TREATMENT, AND RELIGIOUS EDUCATION; AND

(VI) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO ENCOURAGE THE AFFORDABILITY AND AVAILABILITY OF YOUTH ACTIVITIES IN THIS STATE BY PERMITTING A PARENT OF A CHILD TO RELEASE A PROSPECTIVE NEGLIGENCE CLAIM OF THE CHILD AGAINST CERTAIN PERSONS AND ENTITIES INVOLVED IN PROVIDING THE OPPORTUNITY TO PARTICIPATE IN THE ACTIVITIES.

(b) THE GENERAL ASSEMBLY FURTHER DECLARES THAT THE COLORADO SUPREME COURT'S HOLDING IN CASE NUMBER 00SC885, 48 P.3d 1229 (COLO. 2002), HAS NOT BEEN ADOPTED BY THE GENERAL ASSEMBLY AND DOES NOT REFLECT THE INTENT OF THE GENERAL ASSEMBLY OR THE PUBLIC POLICY OF THIS STATE.

(2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "CHILD" MEANS A PERSON UNDER EIGHTEEN YEARS OF AGE.

(b) FOR PURPOSES OF THIS SECTION ONLY, "PARENT" MEANS A PARENT, AS DEFINED IN SECTION 19-1-103 (82), C.R.S., A PERSON WHO HAS GUARDIANSHIP OF THE PERSON, AS DEFINED IN SECTION 19-1-103 (60), C.R.S., A PERSON WHO HAS LEGAL CUSTODY, AS DEFINED IN SECTION 19-1-103 (73), C.R.S., A LEGAL REPRESENTATIVE, AS DEFINED IN SECTION 19-1-103 (73.5), C.R.S., A PHYSICAL CUSTODIAN, AS DEFINED IN SECTION 19-1-103 (84), C.R.S., OR A RESPONSIBLE PERSON, AS DEFINED IN SECTION 19-1-103 (94), C.R.S.

(3) A PARENT OF A CHILD MAY, ON BEHALF OF THE CHILD, RELEASE OR WAIVE THE CHILD'S PROSPECTIVE CLAIM FOR NEGLIGENCE.

(4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PERMIT A PARENT ACTING ON BEHALF OF HIS OR HER CHILD TO WAIVE THE CHILD'S PROSPECTIVE CLAIM AGAINST A PERSON OR ENTITY FOR A

WILLFUL AND WANTON ACT OR OMISSION, A RECKLESS ACT OR OMISSION, OR A GROSSLY NEGLIGENT ACT OR OMISSION.

Approved: May 14, 2003



