

PARTICIPANT
AGREEMENT TO RELEASE AND WAIVE LIABILITY
AND FOR INDEMNIFICATION

In consideration for my ability or my child's ability to participate in Swim Instruction ("Swim Instruction") organized and provided by Dolphin Fly Swim Team LLC ("Swim School") and use of property and facilities at Princeton Walk Homeowners Association, Inc. ("Association"):

1. I understand and acknowledge that any physical activity may include some risk of injury and even death. I agree to accept and assume all risks, including personal injury and even death, resulting from my participation in the Swim Instruction. I further understand and acknowledge that a doctor should be consulted before beginning any exercise program. I am (or my child is) in good health and with no health issues which would prevent or limit participation in the Swim Instruction.

3. I agree to release, waive liability, and covenant not to sue the Association, its contractors, officers, trustees, attorneys, managers, management company, members and employees from and for any and all claims, damages, causes of action, judgments, expenses and/or liabilities of any nature whatsoever that arise from my (or my child's) participation in the Swim Instruction.

4. I agree to indemnify, defend, and hold harmless the Association, its contractors, officers, trustees, attorneys, managers, management company, members and employees from and for liability for any damage or loss that occurs during or in connection with my (or my child's) participation in the Swim Instruction caused by my (or my child's) negligence or otherwise and whether such claims are rightfully or wrongfully brought.

5. I acknowledge that the Association is not supervising, managing, inspecting, evaluating or providing the Swim Instruction or equipment provided or used by Swim School and that the Association's only relationship with the Swim Instruction and Swim School is permitting them to be held on Association property for the benefit of its residents.

6. I acknowledge and agree that the Association shall not be liable to refund to me any fees which I pay to Swim School for the Swim Instruction.

7. I am a resident of the Association and my Home is in good standing.

Date: _____

Signature: _____

Print Name: _____

Unit Address: _____

Child Participant Name (if applicable): _____