

DOLPHIN FLY SWIM TEAM LLC

PARTICIPANT WAIVER & RELEASE OF LIABILITY

This Agreement is entered into in favor of Dolphin Fly Swim Team LLC and any and all owners, officers, members, instructors, employees, independent contractors, volunteers, heirs, successors, and representatives ("Released Parties").

Participant: _____ Parent/Guardian: _____
Address: _____ Phone: _____ Email: _____
Location: Princeton Walk Community Pool Date: _____

1. ASSUMPTION OF RISK: Swimming involves inherent risks including drowning, serious injury, permanent disability, paralysis, and death. I knowingly and voluntarily assume ALL risks, whether known or unknown.
2. COMPLETE RELEASE OF LIABILITY: I irrevocably and forever release, waive, discharge, and covenant not to sue the Released Parties for any and all claims, demands, damages, losses, causes of action, or liabilities of any kind, INCLUDING those caused by the ordinary negligence of the Released Parties.
3. HOA & FACILITY DISCLAIMER: The Homeowners Association does NOT supervise swimming instruction. Dolphin Fly Swim Team LLC is NOT responsible for pool conditions, maintenance, water quality, chemicals, deck surfaces, temperature, lighting, or facility safety.
4. LIFEGUARD DISCLAIMER: All lifeguards are provided, supervised, and controlled exclusively by the HOA or its contractor. Dolphin Fly Swim Team LLC bears NO responsibility or liability for ANY lifeguard acts, errors, omissions, or negligence.
5. PERSONAL ASSET & LLC LIABILITY SHIELD (CRITICAL PROTECTION): Any and all liability, claims, obligations, or judgments shall be enforceable ONLY against the business assets of Dolphin Fly Swim Team LLC. Under NO circumstances shall the personal residence, bank accounts, vehicles, investments, retirement accounts, or any personal property of any owner, officer, or member be subject to lien, execution, levy, attachment, seizure, or judgment.
6. NO SUBROGATION: I expressly waive all of my rights, and rights of my own insurance company to pursue any claim, reimbursement, subrogation, or recovery against Dolphin Fly Swim Team LLC or its owners.
7. INDEMNIFICATION & DEFENSE: I agree to fully defend, indemnify, and hold harmless the Released Parties from and against any and all claims, lawsuits, damages, losses, costs, or expenses (including attorneys' fees) arising from participation.
8. MEDICAL AUTHORIZATION & RESPONSIBILITY: I authorize emergency medical treatment and accept full financial responsibility for any medical care rendered.
9. DISCIPLINE & REMOVAL: Unsafe, disruptive, or improper behavior may result in immediate dismissal without refund.
10. COMMUNICABLE DISEASE: I knowingly assume all risks of illness including COVID-19 and any future communicable diseases.
11. MANDATORY BINDING ARBITRATION – NO COURT: ALL disputes, claims, or controversies SHALL be resolved ONLY by binding arbitration in New Jersey. I knowingly waive the right to file any lawsuit in any court.
12. CLASS-ACTION WAIVER: I waive the right to participate in any class, collective, or representative action.
13. JURY TRIAL WAIVER: I knowingly and voluntarily waive any right to a jury trial.
14. GOVERNING LAW: This Agreement shall be governed exclusively by the laws of the State of New Jersey.
15. SEVERABILITY: If any provision is held invalid, all remaining provisions shall remain fully enforceable.
16. ELECTRONIC SIGNATURES: This Agreement may be executed electronically and shall be legally binding.

By signing below, I acknowledge that I have carefully read this Agreement, fully understand its contents, and knowingly and voluntarily agree to be legally bound by all its terms.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Witness Signature: _____ Date: _____