

RELEASE AND WAIVER OF LIABILITY AND AUTHORIZATION FORM

This Release and Waiver of Liability and Assumption of Risk ("Agreement") is executed by the undersigned on behalf of himself/herself, his/her child and each of their respective heir(s), executor(s), administrator(s), assign(s), personal representative(s) and estate(s) (collectively, "Releasing Party"), on the date below in favor of Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) and Premier Aquatic Services LLC, a California limited liability company, their predecessors, successors and/or assigns, and any of its present, former or future members, managers, directors, officers, employees, agents, volunteers or other representatives (collectively, "SAMLARC/PAS Parties").

Releasing Party desires, or desires his/her children, to engage in certain recreational programs and related activities at SAMLARC. As such, In order to induce SAMLARC/PAS Parties to accept registration and permit participation in recreational programs and related activities coordinated or run by SAMLARC and PAS, including, without limitation, fitness and sports clinics, classes, summer camps or clubs, swim lessons or swim team participation, movie nights, picnics, concerts, parties, banquets, holiday functions and other community events (collectively, the "SAMLARC/PAS Activities"), Releasing Party agrees to accept the responsibility and risk of any injury or death arising out of or resulting from (a) the use, occupancy, or operation of SAMLARC facilities and related equipment by said minor child; and (b) the participation in any of the SAMLARC/PAS Activities contracted premises or otherwise. In consideration of Releasing Party, or Releasing Party's child, being permitted to participate in the Activities, Releasing Party hereby freely and voluntarily executes this Agreement and agrees to the following terms:

ASSUMPTION OF RISK

The Releasing Party understands and acknowledges that in connection with his/her or his/her child's participation in the SAMLARC/PAS Activities including swimming in facilities monitored or lifeguarded by PAS, Releasing Party or his/her child may be exposed to a variety of hazards and risks, including, without limitation, slips, falls, trips, collisions, communicable diseases and illnesses, infections, drowning or other accidents or incidents that may result in injury, harm, loss or other damage, including, without limitation, physical or emotional injury, damage or death. Further, Releasing Party understands in connection with his/her or his/her child's participation in the SAMLARC/PAS Activities, that there is an inherent risk at this time of the potential exposure of Releasing Party and/or his/her child to COVID-19.

RELEASING PARTY FREELY ACKNOWLEDGES AND ASSUMES ANY AND ALL RISKS OF ALL PAS ACTIVITIES, INCLUDING THE RISK OF NEGLIGENCE OF SAMLARC/PAS PARTIES.

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RELEASE AND WAIVER OF LIABILITY

Releasing Party hereby forever releases SAMLARC/PAS Parties, and fully and completely waives, acquits, releases, forever discharges and agrees to indemnify and hold harmless, and covenants not to sue SAMLARC/PAS Parties, of and from any and all liabilities, obligations, claims (whether proven or alleged), demands, losses, damages, injuries (including death), actions, causes of action, fines, penalties, settlements, judgments or expenses, including, without limitation, attorneys' fees and costs, and consultant and/or expert witness fees and costs, that may be imposed upon, incurred by or asserted against SAMLARC/PAS parties by Releasing Party or any third parties, by reason of, arising out of, related to or in connection with Releasing Party's, or Releasing Party's child's, participation in the SAMLARC/PAS Activities, including, but not limited to, the occurrence or existence of any accident, injury, death, or damage of any type, character or kind. This waiver includes, but is not limited to, any property damage, bodily injury, or emotional injury arising from any active or passive negligence of SAMLARC/PAS Parties.

This release shall also apply to any damages incurred by the Releasing Party and his/her child as a result of exposure to COVID-19 and any harm related to such exposure while participating in the SAMLARC/PAS Activities.

Releasing Party expressly agrees that the forgoing Agreement is intended to be as broad and as inclusive as permitted by California law. The parties hereto understand that this document is not intended to release any party from any act or omission of "gross negligence". This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Releasing Party agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue in full legal force and effect.

Releasing Party expressly waives the benefits, protections, and provisions of Civil Code Section 1542 which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

MEDICAL AUTHORIZATION

To the extent that this Agreement is being provided relating to the Releasing Party's self or child, the undersigned further authorizes SAMLARC/PAS Parties to call for such medical care for Releasing Party's self or child or to provide for transport for Releasing Party's self or child to the appropriate medical facility, clinic or hospital if, in the opinion of any member of SAMLARC/PAS Parties, medical attention is needed for Releasing Party's self or child. The undersigned agrees that upon transporting Releasing Party's self or child to any medical facility, clinic or hospital, the responsibility of SAMLARC/PAS Parties shall be totally and completely fulfilled and SAMLARC/PAS Parties shall not have any further responsibility for Releasing Party's self or child. The undersigned agrees to pay any and all costs associated with the above stated medical care and related transportation for Releasing Party's self or child and to indemnify and hold harmless SAMLARC/PAS Parties from any costs incurred therein.

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PHOTO/VIDEO RELEASE

I understand that Photos and Videos (herein and after collectively "Images") are occasionally taken at Premier Aquatic Services LLC. Staffed facilities and that any Images taken of myself or my minor child may be used. I hereby give SAMLARC/PAS my permission to license the Images and to use the Images in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing or packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I agree that I have no rights to the Images, and all rights to the images belong to SAMLARC and PAS. I acknowledge and agree that I have no right to consideration or accounting, and that I will make no claim for any reason to SAMLARC and/or PAS. I have read and understood, and I agree with the informed consent and waiver/release, emergency medical authorization, and Photo/Video release outlined above as it relates to myself or my son(s)/daughter(s).

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PRIVACY POLICY

You may access Premier's Privacy Policy online at <http://swimoc.com/privacy-policy/>

CLOSURE

THE UNDERSIGNED HAVE CAREFULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I/WE HAVE INITIALED EACH PROVISION AFTER HAVING READ AND FULLY UNDERSTOOD AND ACCEPTED EACH OF THE PROVISIONS OF THIS AGREEMENT AND I/WE AGREE THAT NONE OF THE SAMLARC/PAS PARTIES HAS MADE ANY STATEMENTS OR REPRESENTATIONS WHICH IN ANY WAY CONFLICT WITH OR ARE CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IT IS HERBY REPRESENTED TO THE PAS PARTIES AND TO ALL THIRD PARTIES THAT THE UNDERSIGNED HAS FREELY AND VOLUNTARILY SIGNED THIS AGREEMENT UNDERSTANDING THE FULL LEGAL EFFECT THEREOF.

THIS CONSENT, RELEASE, AGREEMENT, AND AUTHORIZATION SHALL BE VALID AND CONTINUE IN EFFECT UNTIL THE UNDERSIGNED PROVIDES WRITTEN NOTICE TO PREMIER AQUATIC SERVICES OF TERMINATION OF SUCH.

Participant Name:	Guardian:
Participant Signature:	Guardian Signature:
Date:	Date:
Contact Phone #:	