ACTIVITIES WAIVER AND RELEASE
OF LIABILITY FOR SWIM LESSONS

Parent's Name: _____City: _____

Primary Phone: _____ Email:_____

Make-up Policy: Will be a charge of $20.00 fee – With 2 make-up max per month . We do not reschedule make-ups.

No show fee: They will be a $5.00 fee if you failed to show up to your class Requesting a makeup must be done within the month you are missing. We are not able to schedule a past month's missed lesson. ALSO, changing from a 5 week session to a 4 week session, you will lose that 5th class

***Swim instructor are subject to change for groups and private lessons Instructors are never promised**

***Understand the Policy above: Parent/Participant Initial: _____**

PAYMENT IS DUE AT THE TIME OF REGISTRATION. Caps and Goggles are recommended but not required for all participants. All children not potty trained must wear a swim diaper. In the event your child has an accident you will be charged a $70.00 cleaning fee.*Fees will not be prorated for any reason

All sales are final , we do not REFUND for lessons or CREDIT your account.

understand the above policies: X_____ (parent signature)

Student Name:_____ **Sex: M / F Date of Birth**:_____

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Please list any special needs our instructors should be aware of, letting us know even minor details helps us provide the best learning environment for your child._____

I understand the Delta Valley Health Club (DVHC) activities can lead to serious physical injuries. I acknowledge and agree that I am solely responsible for my child's safe and responsible use of DVHC facilities, whether supervised by a DVHC representative or not. I hereby assume the risk that I/my child may suffer injury as a result of use of DVHC facilities or equipment or by participation in DVHC activities. I agree for myself/my child and on behalf of my/my child's heirs, representatives, successors and assigns ("user's parties") that DVHC, including its owners, partners, members, directors, officers, employees and agents (DVHC Parties) will not be liable for any damages or injuries user parties may suffer in or around DVHC or while participating in DVHC sponsored activities unless caused by gross negligence of DVHC. I agree on my/my child's behalf that neither I nor my child will make a claim against, sure or attach the proper of a DVHC party or affiliate thereof. I agree that DVHC will not be liable for any loss, theft or damage to my/my child's property in or about DVHC facilities. In consideration for permission to participate in any class, program or activity at Delta Valley Health Club, specifically including any child monitoring services offered, I, for myself, ***and on behalf of the minor child(ren) identified above***, our heirs, personal representatives and/or assigns, do hereby release, waive, discharge, and covenant not to sue Delta Valley Health Club, its owners, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "DVHC"), from liability for any and all claims for personal injury, illness, death, property damage, or any other claim, including but not limited to claims arising out of the negligence of DVHC, its instructors, its employees (including child monitoring staff) or its agents. This waiver and release of liability applies to all DVHC activities, without limitation, regardless of whether participation is self-directed or organized and led by an employee or agent of DVHC. It is expressly agreed that participation in any and all DVHC activities, including but not limited to the use of all DVHC premises and facilities, without limitation and whether engaging in exercise or physical activities or not, shall be undertaken by the minor at his or her sole risk, and DVHC shall not be liable for any injuries or any damages to any minor or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any DVHC premise or facility regardless of whether it was caused by the negligence of DVHC. This waiver and release is intended to be as broadly interpreted as allowed under California law. The Parent/Guardian executing this waiver and release of liability hereby agrees to hold DVHC harmless from all claims which may be made by or on behalf of any minor listed on this agreement or any of their guests and to defend and indemnify DVHC from any such claims to the fullest extent allowed under California law. This express indemnification provision specifically includes reimbursement for any and all attorneys' fees and litigation costs incurred by DVHC or on its behalf as a result of any such claim or litigation.

The Parent/Guardian expressly acknowledges that he or she is relinquishing, on behalf of the minor child(ren) using any DVHC location, including but not limited to child monitoring services, camps or any other program, all rights the child may have to sue DVHC for injuries arising out of the use of any DVHC premises, facility or service regardless of whether the injuries were caused by the negligence of DVHC, its employees or agents

Parent/Participant Signature:_____

* I Received a copy _____

Emergency Contact Information

Emergency Contact_____ Relationship_____ Phone #_____

Current Allergies/Medication_____