READ CAREFULLY BEFORE AGREEING

I am executing this agreement for myself and any other family member, **including minor children**, who may be participating in the activities of the **School of Fish, LLC and Max Aquatics.**

I affirm that I am of legal age and freely agreeing to this release.

I recognize that the activities of School of Fish, LLC and Max Aquatics may involve risk of serious injury or death including losses which may result from my own actions, inactions or negligence but also from the actions, inactions or negligence of others or the condition of the facilities, equipment or areas where the activities are being conducted.

In consideration of my participation in the activities of School of Fish, LLC and Max Aquatics, I hereby forever release and hold harmless School of Fish, LLC, Max Aquatics, any of its directors, officers, employees, coaches or agents (collectively the "Released Parties") from any and all present and future claims resulting from ordinary negligence on the part of School of Fish, LLC and any of the parties listed above for property damage, personal injury or wrongful death that may occur due to my participation in these activities.

Children under the age of 16 are not allowed in the pool without a certified lifeguard on duty or a parent/guardian. The parent/guardian must be in the water with the child.

<u>I understand that a certified lifeguard may not be on duty at all times.</u> <u>I assume the risk of swimming without a lifeguard.</u>

I understand that if I have any risk concerns, I should discuss the risks associated with any activities with the coordinators of the activity and/or management.

I affirm that I am in adequate physical condition to undertake these activities and do not have any physical conditions which will prevent me from safely participating in these activities. Further, I agree to use my own medical insurance as a primary medical coverage payment.

I authorize any employee or person connected with School of Fish, LLC (Max Aquatics) to administer any and all available first aid or emergency medical treatment, as they deem necessary.

I consent to the use by School of Fish, LLC of any and all **photographic images** of me and my family members, without prior inspection, for any marketing, promotional or business purposes.

I understand that this waiver is intended to be as broad and inclusive as allowed by the State of Illinois. I also agree that if any portion of this agreement is held to be invalid, the reminder of the agreement shall continue in full force and effect. I further agree that the legal venue for any legal proceedings shall be the State of Illinois.

Participant's Name (print)	
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Participant's Signature	Date