

Underwater Treasures, Inc.

801 N. 7th Street • West Monroe, LA 71291
(318) 324-0204 Fax: (318) 398-0451

SWIM LESSONS RELEASE OF LIABILITY RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in swimming and snorkeling activities as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities:

(Instructor/s) Swim Instructor and all swim staff _____

(Facility/ies) Underwater Treasures, Inc. _____

(Others) _____

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Swimming and Snorkeling activities whether caused by active or passive negligence of the releases exception of gross negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life, which may occur to me during Swimming and Snorkeling activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, United States of America.
4. If any provision of the release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I hereby declare that I am of legal age and competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Name of Participant _____

Signature **X** _____

Witness _____

Date _____