**ASSUMPTION OF RISK & WAIVER/RELEASE OF LIABILITY**

I understand, agree and acknowledge that there are risks inherent in the pool and sport related activities conducted by Jules’ Aquatics LLC including, but not limited to, paralyzing injuries, brain injuries, illness and  death. I am also aware of the risks of such injury illness or death that may result from, among other causes the active or passive negligence of Jules’ Aquatics LLC, its managers, members, employees, agents, contractors,  landlords, insurers, sponsors, advertisers and/or partners (collectively, the “Released Parties”), including without limitation negligent instruction, negligent supervision, negligent rescue operations, dangerous or defective  equipment or property owned, maintained or controlled by Jules’ Aquatics LLC or because of liability without fault,  even if caused by the actions or omissions of others. I am knowingly and voluntarily engaging in the activities conducted by Jules’ Aquatics LLC with knowledge of such risks and hereby assume any and all known and unknown risks of injury, illness or death that may occur in connection with any and all activities. Participation in activities conducted by Jules’ Aquatics LLC is completely voluntary, and I elect to participate in spite of the risks.

I hereby release the Released Parties from all liability for any and all liability, claims, damages, or demands for personal injury or death arising from or related to the activities conducted by Jules’ Aquatics LLC, whether such injury or death occurs on or off the premises upon which the activities are conducted. I understand that this release includes all claims against the Released Parties’ arising from ordinary negligence, but that it does not include claims arising from the Released Parties’ gross negligence. I further agree that this release constitutes a complete release, discharge and waiver of any and all actions or causes of action (other than those arising from gross negligence) against the Released Parties arising in connection with any and all activities in which I participate that are conducted by Jules’ Aquatics LLC, or of facilities utilized by Jules’ Aquatics LLC. I agree that I,  my children, my parents, my heirs assign, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the Released Parties, for injury, illness or death resulting from  negligence or other acts, howsoever caused, by the Released Parties, as a result of my participation in the activities  conducted by Jules’ Aquatics LLC or use of related facilities.

To the extent permitted by law, I hereby agree to indemnify and hold harmless the Released Parties from any and  all liabilities or claims made by other individuals or entities as a result of any of my actions, or any failure of any  equipment I use at or bring to a facility used Jules’ Aquatics LLC, including, without limitation any litigation expenses,  attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should any of the Released Parties be required to incur attorney’s fees and costs to enforce this agreement I agree to indemnify and hold them harmless from all such fees and costs.

With the full understanding of the facts, I state that to the best of my knowledge, there are no medical, physical, mental or emotional health conditions which would hinder or prevent my children’s active participation in swim lesson activities.

This Assumption of Risk and Waiver/Release of Liability shall be governed by New York law without giving effect to any conflict of law provision and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against Jules’ Aquatics LLC, I agree to do so solely in the state of New York. I agree that if any portion of this Assumption of Risk and Waiver/Release of

Liability is held to be invalid; the rest shall nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties, and it cannot be changed or modified except in writing.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT DURING MY PARTICIPATION IN AN ACTIVITY CONDUCTED BY JULES’ AQUATICS LLC OR WHILE AT A FACILITY USED BY JULES’ AQUATICS LLC, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE RELEASED PARTIES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM IN THIS DOCUMENT. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND JULES’ AQUATICS LLC AND I SIGN IT OF MY OWN FREE WILL.

**Consent for Emergency Medical Treatment**

In the event of a medical emergency, I hereby grant authority to Jules’ Aquatics LLC to employ any and all health care providers to direct/give or order emergency medical treatment. I understand that this authorization is given prior to any need for medical care but given to avoid unnecessary delay in emergency treatment which the attendant and/or medical professional may deem advisable in the exercise of best judgment. I further agree that Jules’ Aquatics LLC shall not be liable under any circumstances to anyone for exercising and or ordering emergency medical treatment.

I have read and understand, and I agree with this Assumption of Risk and Waiver/Release of Liability. I represent and warrant that I am the parent or legal guardian of the participant(s) and am acting in such capacity in executing this document. I agree to indemnify and hold harmless each of the Released Parties from all liability, loss, cost, claim or damage whatsoever which may be imposed upon the Released Parties because of defect in or lack of such capacity to so act and release the Released Parties on behalf of the participant(s).