



### ASSUMPTION OF RISKS AND WAIVER/RELEASE OF LIABILITY

I, on behalf of myself and/or as the parent/legal guardian of the participant, understand, agree and acknowledge that there are risks inherent in activities conducted by Next Level Swimming Pty Ltd including, but not limited to, pulled muscles, broken bones, ear infections and drowning. 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 Next Level Swimming Pty Ltd, 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 Next level Swimming Pty Ltd, or because of liability without fault, even if caused by the actions or omissions of others. I am knowingly and voluntarily engaging in, and hereby permit the participant(s) to engage in, the activities conducted by Next Level Swimming Pty Ltd with knowledge of such risks, and, for myself and on behalf of the participant(s), hereby assume any and all known and unknown risks of injury, illness or death that may occur in connection with any and all Next Level Swimming Pty Ltd activities. Participation in activities conducted by Next Level Swimming Pty Ltd is completely voluntary, and I elect to participate, and have the participant(s) participate, in spite of the risks.

I hereby release the Released Parties (which includes Next Level Swimming Pty Ltd) from all liability to myself or the participant(s) for any and all liability, claims, damages, or demands for personal injury or death arising from or related to the activities conducted by Next Level Swimming Pty Ltd, whether such injury or death occurs on or off the premises upon which the Next Level Swimming Pty Ltd activities are conducted. I understand that this release includes all claims against Released Parties arising from its ordinary negligence, but that it does not include claims arising from Released Parties' gross negligence. I agree 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 or the participant(s) participate while participating in activities conducted by Next Level Swimming Pty Ltd or my or the participant(s) use of facilities utilized by Next Level Swimming Pty Ltd. I agree that I, my children, my parents, my heirs, assigns, 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 Next Level Swimming Pty Ltd 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 the actions of the participant(s), or any failure of any equipment I or the participant(s) use at, or I or the participant(s) bring to a facility used by Next Level Swimming Pty Ltd, while I or the participant(s) are engaged in any Next Level Swimming Pty Ltd activity, 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 attorneys' 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, neither I nor the participant(s) have any medical, physical, mental, or emotional health condition which would hinder or prevent his/her active participation in Next Level Swimming Pty Ltd activities.

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 entire agreement between the parties and it cannot be changed or modified except in writing.

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).

#### CONSENT FOR EMERGENCY MEDICAL TREATMENT

In the event of a medical emergency I hereby grant authorization to Next Level Swimming Pty Ltd to employ any and all health care providers to direct/give or order emergency medical treatment for myself and/or the participant(s). 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 Next Level Swimming Pty Ltd shall not be liable under any circumstances to anyone for exercising and or ordering emergency medical treatment for myself and/ or the above participant(s).