



This Agreement waives the liability and holds harmless Seahorse Fitness, Inc. (hereinafter referred to as "SFI") for any use of the services, facilities, swimming pool and/or programs offered by SFI. This Waiver and Release must be signed by a parent or legal guardian. A non-parent cannot sign this waiver for other people's children.

1. I (the applicant signing below) wish either for myself or my child (if applicable) \_\_\_\_\_  
[print name] to utilize the services, facilities, swimming pool and/or programs offered by SFI.
2. I hereby agree that the use of the services, facilities, swimming pool and/or programs is at my child's (if applicable) and my own risk. As a condition of my and my child's (if applicable) use of such services, facilities, swimming pool and/or fitness programs, I, on behalf of myself, my heirs and assigns and my child (if applicable) expressly agree to forever discharge, waive and release SFI, its owners, management, staff, servants, agents, employees and/ or independent contractors and their heirs, successors and assigns for any and all claims, demands, injuries, damages, costs, expenses, actions, or courses of action and from all the acts of active or passive negligence on the part of SFI, its owners, management, staff, servants, agents, employees and/ or independent contractors that I or my child (if applicable) may have or acquire against SFI, its owners management, staff, servants, agents, employees and/ or independent contractors on account of bodily injury, mental injuries, and/or property damages from any mishap, accident, loss, damages or injuries suffered by my child (if applicable) or myself or others resulting from, connected with or caused by the use of SFI's swimming pool and/ or facilities whether located on or off SFI's premises, including, but not limited to, any injury resulting from mechanical defects or failure of any equipment or devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless SFI, its owners management, staff, servants, agents, employees and/ or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by my or my child's (if applicable) use of SFI's services, facilities, swimming pool and/or fitness programs, whether located on or off SFI's premises.
3. I declare and affirm that I and my child (if applicable) am (or are) in good medical and physical condition and that the use of SFI's services, facilities, swimming pool, does not pose any danger to myself or my child's (if applicable) health.
4. I, the undersigned parent or legal guardian, specifically acknowledge the potential of risk and injury involved in the use of SFI's services, facilities, swimming pool and/or programs and do hereby assume said risk and authorize SFI or its representatives to obtain emergency medical treatment for my child during the course of any program and agree to be responsible for the costs of said emergency treatment. It is understood and agreed that SFI or its representatives shall be required to maintain medical or hospitalization insurance coverage with respect to any program and those who participate in it.
5. I agree that I and my child (if applicable) will abide by the rules and regulations of SFI, which may be posted at the swimming pool area or issued orally and/or published in the membership handbook. These rules maybe amended at the SFI's discretion. I agree and that I and my child (if applicable) will not engage in any behavior injurious to the enjoyment of the swimming pool by other members or guests. I understand and agree that my child's (if applicable) use of SFI may be immediately terminated if my (or their) behavior is not in accordance with the above.



I have read and understand the foregoing, and acknowledge my consent to the terms of the Waiver and Release for myself and my child (if applicable) by signing this Agreement.

Applicant's Printed Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Child's Printed Name: \_\_\_\_\_

Parent and Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_ Evening Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Alternate Telephone Number: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_