



**IMBER ENTERPRISES INC DBA SWIMGURU INC
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

THE UNDERSIGNED ON HIS OR HER BEHALF AND ON BEHALF OF HIS OR HER CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Imber Enterprises Inc ("IEI") and its directors, officers, employees, contractors, agents, premises owners, and premises operators (hereinafter collectively referred to as "Releasees") from all liability to the undersigned or his or her children and all his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or his or her children whether caused by the negligence of the Releasees or otherwise while the undersigned or his or her children is in, upon, or about the premises or any facility or equipment therein or participating in any program affiliated with IEI.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost that may be incurred due to the presence of the undersigned or his or her children in, upon or about IEI's premises or in any way observing or using any facilities or equipment of IEI or participating in any program of IEI whether caused by the negligence of the Releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or his or her children due to the Negligence of Releasees or otherwise while in, about or upon the premises of IEI and/or while using the premises or any facilities or equipment thereon or participating in any programs affiliated with IEI.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as possible by the laws of the State of Washington and that if any portion thereof is invalid, it is agreed that the remaining portion shall notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

PHOTO/VIDEO RELEASE I give permission to IEI, SwimGuru, and its instructors to record and utilize photographs or other likenesses of me and/or my minor child(ren) on videotape, audiotape, photograph or any other medium in all forms of advertising, trade and any other lawful purposes including but not limited to: print advertising, photographs, video, website, and social media. I further consent to the use of my name, voice and/or biographical data in connection with such use.

- I have read the above photo/video release and agree
- I have read the above photo/video release and DO NOT agree to a photo/video release

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE:

Print name: _____

Print child(ren) name(s): _____

Signature: _____

Date: _____