



PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT

- 1) I, _____(name of participant), wish to participate in programs and/or swim lessons (LESSONS) offered by KickSmart Swimming instructors (INSTRUCTOR). I understand there are inherent risks in participating in LESSONS with strenuous exercise; consequently, I understand that a physician's approval is highly recommended prior to participating in these LESSONS and I have either obtained a signed approval from my physician or have signed the Acknowledgment of Risks Without a Medical Release Form. If I choose not to see a physician prior to beginning a LESSON, I do so strictly at my own risk and against recommendation of the INSTRUCTOR. **I have read and understand this term: _____(initial)**

- 2) I agree that the INSTRUCTOR shall not be liable or responsible for any injuries to me resulting from my participation in the LESSONS (whether at home pool or public pool, or at a corporate, commercial, residential or other fitness facility), and I expressly release the INSTRUCTOR, employees, agents and/or assigns from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the LESSONS. This Release shall be binding upon my heirs, executors, administrators, and/or assigns. **I have read and understand this term: _____(initial)**

- 3) I understand that the INSTRUCTOR will make every reasonable effort to preserve the privacy of the information for the participant. I further agree that the INSTRUCTOR shall not be liable or responsible to me for any inadvertent disclosure of the information from the participant and I expressly release and discharge the INSTRUCTOR, employees, agents and/or assigns from all claims, actions, judgment and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any damage which may occur in connection with disclosure of private information from the participant. This release shall be binding upon my heirs, executors, administrators and/or assigns. **I have read and understand this term: _____(initial)**

- 4) I certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is requested if I have answered "Yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform all INSTRUCTORS of any conditions or changes in my health, now and ongoing, which might affect my ability to exercise safely and with minimal risk of injury. **I have read and understand this term: _____(initial)**

- 5) I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my LESSONS. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my INSTRUCTOR. **I have read and understand this term: _____(initial)**

- 6) I understand the results of any LESSON cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the LESSONS. **I have read and understand this term: _____(initial)**

- 7) I understand that all LESSON fees are based on an agreed upon start time and duration between the INSTRUCTOR and myself, and should I arrive late I will not receive the full LESSONS with the INSTRUCTOR. In return, if the INSTRUCTOR is late for a LESSON, I will still receive the full session time. **I have read and understand this term: _____(initial)**

- 8) I understand that the INSTRUCTOR bills its LESSON participants on a pre-pay basis. Once the INSTRUCTOR and I have decided upon the type of LESSON package and payment plan I will purchase, payment must be made before the LESSONS are conducted. Cash, checks (made payable to KickSmart Swimming), and other payment arrangements are accepted. I understand that all LESSONS are non-transferable and non-refundable. I also understand that all LESSONS must be redeemed within one year of purchase. **I have read and understand this term: _____(initial)**



- 9) I understand that the INSTRUCTOR operates on a scheduled appointment basis for all LESSONS and thus requires that I provide 24 hours' notice when canceling an appointment. No charge will be levied should I cancel with *MORE* than 24 hours' notice given. Should I cancel a LESSON with *LESS* than 24 hours' prior notice, I will be charged in full for that LESSON. It is recommended that all cancelled LESSONS be rescheduled to ensure consistency and progress. **I have read and understand this term: _____(initial)**
- 10) I understand that during any LESSON, the INSTRUCTOR may have to touch my body to correct alignment and/or to focus my concentration on a particular part of my body. If I feel uncomfortable or experience any type of discomfort with this form of touch, I will immediately request that it be discontinued. **I have read and understand this term: _____(initial)**
- 11) I understand that the INSTRUCTOR may photograph and video participant events/LESSONS and I provide the INSTRUCTOR the absolute right and permission to use these pictures/images for any lawful promotional, advertising or marketing purpose. **I have read and understand this term: _____(initial)**
- 12) I understand that weather may cause a LESSON to be delayed or canceled. In the case of a thunderstorm, all LESSONS will be postponed no less than 30 minutes after the first warning signs of a thunderstorm. Other types of storms may cause driving conditions to be hazardous. If a snow/rain storm occurs during the time of a LESSON, the INSTRUCTOR and client will decide together if the LESSON should be postponed or canceled. If a LESSON is canceled due to weather, the INSTRUCTOR will attempt to reschedule the LESSON. No fees will be charged or refunds issued for a LESSON canceled due to weather. **I have read and understand this term: _____(initial)**

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Participant's Name (Print)

Participant's Birth Date

Street Address

City, State, Zip Code

Cell Phone

Home Phone

Email

Participant's Name (Print)

Participant's Signature

Date

Guardian's Name (Print)
*Required for participants
17 years old and younger*

Guardian's Signature

Date



ACKNOWLEDGEMENT OF RISKS WITHOUT A MEDICAL RELEASE FORM

I, _____, execute this Acknowledgment of Risks / Acceptance of Responsibility Agreement and Release (“Agreement and Release”) issued to KickSmart Swimming instructors (INSTRUCTOR) and release and forever discharge the INSTRUCTOR.

PLEASE READ CAREFULLY

Participant’s desire to participate in SWIM LESSONS (LESSONS)

I acknowledge that I am participating in a session. I expressly acknowledge that I have freely and voluntarily decided to participate in LESSONS.

Health and Safety

I represent that I have no health-related reasons or problems, which preclude or restrict participation in LESSONS.

I am aware of all applicable personal medical needs, and have arranged, through comprehensive health and medical insurance, to meet any and all needs for payment of medical costs while I am participating in LESSONS.

I understand and acknowledge that the INSTRUCTOR may, but is not obligated to take any actions considered to be warranted under the circumstances regarding my health and safety. Further, I agree to pay all expenses relating thereto and releases the INSTRUCTOR from any liability for any actions taken.

Other Provisions

The INSTRUCTOR is granted permission to authorize emergency medical treatment, if necessary, and that such action by the INSTRUCTOR will not cause the INSTRUCTOR to assume responsibility for any injury, damage or medical expense which might arise out of, or in connection with, such emergency medical treatment.

By signing this document, I acknowledge and represent that I am fully informed of the contents of this Agreement and Release. By reading it before signing it, and by signing this document as my own free act, I confirm that no oral representations, statements or inducements, apart from those made herein, have been made.

**This Agreement and Release requires you to give up substantial legal rights.
Please read and understand this document before you sign it.**

Participant’s Name (Print)

Participant’s Signature

Date

Guardian’s Name (Print)
*Required for participants
17 years old and younger*

Guardian’s Signature

Date



Physical Activity Readiness Questionnaire (PAR-Q)

PAR-Q is designed to help you help yourself. Many health benefits are associated with regular exercise, and the completion of PAR-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your life.

For most people, physical activity should not pose any problems or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these few questions. Please read the carefully and check **YES** or **NO** opposite the question if it applies to you. If yes, please explain.

YES **NO**

- ____ ____ 1. Has your doctor ever said you have heart trouble?
Yes, _____
- ____ ____ 2. Do you frequently have pains in your heart and chest?
Yes, _____
- ____ ____ 3. Do you often feel faint or have spells of severe dizziness?
Yes, _____
- ____ ____ 4. Has a doctor ever said your blood pressure was too high?
Yes, _____
- ____ ____ 5. Has your doctor ever told you that you have a bone or joint problem(s), such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
Yes, _____
- ____ ____ 6. Is there a good physical reason, not mentioned here, why you should not follow an activity program even if you wanted to?
Yes, _____
- ____ ____ 7. Are you over age 60 **and** not accustomed to vigorous exercise?
Yes, _____
- ____ ____ 8. Do you suffer from any problems of the lower back, i.e., chronic pain, or numbness?
Yes, _____
- ____ ____ 9. Are you currently taking any medications? If YES, please specify.
Yes, _____
- ____ ____ 10. Do you currently have a disability or a communicable disease? If YES, please specify.
Yes, _____

If you answered NO to all questions above, it gives a general indication that you may participate in physical and aerobic fitness activities. The fact that you answered NO to the above questions, is no guarantee that you will have a normal response to exercise. If you answered Yes to any of the above questions, then you may need written permission from a physician before participating in physical and aerobic fitness activities.

Please list any additional injuries or problems that may hinder exercising:

Participant's Name (Print)

Participant's Signature

Date

Guardian's Name (Print)
*Required for participants
17 years old and younger*

Guardian's Signature

Date