CITY OF MIRAMAR
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (ADULT)

DESCRIPTION OF ACTIVITY: SWIM CLASS

CITY ID#: ___________

PARTICIPANT’S NAME: ___________________________________________ AGE: ________________

D.O.B ___________ MALE/FEMALE (CIRCLE ONE) EMAIL: _______________________________

ADDRESS: __________________________________________ CITY__________________ ZIP__________

EMERGENCY CONTACT_____________________________ CELL#________________________________

DOES THE PARTICIPANT HAVE ANY HEALTH PROBLEMS? YES: _________ NO: __________

IF YES, PLEASE LIST ANY HEALTH PROBLEMS AND/OR INFORMATION TO OUR STAFF:
_________________________________________________________________________________________

The undersigned agrees that the City of Miramar and its officers, agents and employees will not be held liable for injuries or other loss which may occur as a result of my participation in the above described activity, and that the undersigned voluntarily assumes the risk of any loss, injury or damage to person or property, which in any way arises out of participation in said activity.

Further, the undersigned WAIVES ANY CLAIM against the City of Miramar and its officers, agents and employees arising from loss, injury or damage and does COVENANT NOT TO SUED the City of Miramar and its officers, agents and employees.

Further, the undersigned agrees to RELEASE, INDEMNIFY, AND HOLD HARMLESS the City of Miramar and its officers, agents and employees from any and all claims, actions, demands, rights, judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above-described activity.

This indemnification and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City of Miramar relating to such loss, injury or damage.

I hereby give permission for the City of Miramar and its officers, agents and employees to call my physician and/or arrange for transportation to a hospital in the event of any injury, although I understand that the City of Miramar and its officers, agents and employees assume no responsibility to do so. I accept full financial responsibility for payment of any and all medical services rendered.

I hereby agree that this Release Form shall be binding on my heirs, successors and assigns.

The undersigned has fully read, understood and agrees to each and every term contained in this Release, Waiver and Indemnification Agreement.

PRINT NAME ___________________________ SIGNATURE ___________________________ DATE ___________________________

WITNESS ___________________________ PRINT NAME ___________________________

ADDRESS __________________________________________

Aquatics Program Policies

1. I understand that as it is warranted and deemed appropriate by the instructor of the courses; my child may be transferred to a class, removed from the class as it is needed due to abilities and behavior readiness. Refunds are not authorized.

2. If a class is canceled by Miramar Aquatic due to any facility closures based on holidays, weather, breakdowns and/or any other unforeseen emergencies, Instructors will add additional time to the next class meeting to make-up for the time lost. For example, we canceled two classes due to the weather. Instructors will add 15 minutes/or 10 minutes extra on the following class meetings. If we are unable to give additional time before the session finishes, all make-ups will be scheduled for Fridays.

3. Please understand that we do not guarantee the same instructor, time or student ratio for scheduled makeups. If you are unable to attend one of our designated makeup sessions, your makeup opportunity will be forfeited. Once a makeup is scheduled, it is considered used—we do not reschedule or offer makeups for missed makeup lessons.

4. You must bring a certified doctor note to receive any make-up for classes missed. There will be no make-up for classes the participant misses without a doctor’s note.

5. Spots are not guaranteed, they are a first come first serve basis. To guarantee a spot in a class you must pay in advance.

6. Parents and children must pay regular admission prices; if they want to use the facility before or after swim classes whether they are swimming or not.

7. Our staff will strictly enforce the policy that children 3 years of age and younger are required to wear a tight-fitting "swimsuit diaper" or tight-fitting plastic pants and a swimsuit.

8. Parents, please remember you are requested to bring your child, and be ready to begin the class on time and please stay with your child until the instructor picks them up; and be ready be pick them up from the instructor promptly at the end of class. Parents must stay at the facility while the children are attending their swim class.

9. In order for the Instructors to provide the most effective instruction, parents are asked to observe classes from the designated bleachers and behind the yellow line. If the parents’ presence on the pool deck creates a distraction to the class, for the best interest of that class the Instructor and/or Facility management reserves the right to request that the parent relocates to the assigned area.

10. We understand students become fond of certain instructors. We are fond of all of our instructors. Although you may have selected classes based on the instructor listed, last minute modifications may be made based on class scheduling or changes in instructors’ availability. Please be aware that for the safety of your child and others and for better results, instructors need to take time off from teaching every now and then. While we will always have a fully qualified instructor in their place, we do not guarantee their gender will be the same as your instructor.

11. If the participant is the only student in the group class, it will be considered as a private class and the time length will change.

12. Refund: A refund request must be made at least fourteen (14) days prior to the session. There will be no refunds granted less than fourteen (14) days prior to beginning of the session and/or once the session has begun.

13. Parents are responsible for obtaining any information from the instructors or aquatics center admission office regarding holidays, vacations, class cancellations, or postponements, etc. For additional information you may call us @ Regional Park Aquatics 954-883-6955; Miramar Aquatics 954-602-3367.

I have had the opportunity to read the Aquatic Program Policies stated on this page and completed the swim class waiver attached to the reverse side of this page. I have read, understood and agree to the Aquatic Program Policies as stated above.

Parent/Guardian Name: ______________________________ Parent/Guardian Signature: __________________