

**EVERGREEN SWIMS  
RELEASE AND WAIVER OF RIGHTS**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. In consideration of being able to use Evergreen Swims' facilities and services, I, together with the child(ren) named below for whom I am the parent/guardian, hereby **WAIVE AND RELEASE ANY AND ALL CLAIMS** that I or the child(ren) named below have or may have, now or in the future, against EVERGREEN SWIMS LLC, Matthew McLaurin and Courtney McLaurin and all of their affiliated organizations and companies, each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, directors, and shareholders (collectively referred to in this Release as "Evergreen Swims" or Releasees)) from any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Evergreen Swims. I intend this release to be construed broadly and include any liability, damages, loss, claims, actions, injuries, expenses, costs, fees, and any injury allegedly caused by the Releasees. Additionally, I agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability resulting from the my use or the use of the child(ren) named below of the Evergreen Swims facilities.

**2. I agree not to sue and agree not to bring any claim(s) against Evergreen Swims on any basis whatsoever, including but not limited to, claims of negligence, negligence per se, reckless conduct, premises liability, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of Evergreen Swims. I understand that I am waiving my rights to claim economic and non-economic compensatory damages of any kind or nature and exemplary or punitive damages.**

3. I acknowledge that any activities at Evergreen Swims' facilities or organized, run or sponsored by Evergreen Swims involve both known and unknown risks. I recognize that these risks include, but are not limited to slipping in the Evergreen Swims parking lot, slipping on wet surfaces, tripping over obstacles and while entering or leaving the pool, risks associated with the use of the sauna, equipment malfunction, and drowning. I understand that these risks could lead to damage to property, personal injury (including, but not limited to, orthopedic injuries, brain injuries, paralyzing injuries, drowning), and/or death. I acknowledge that Evergreen Swims has made reasonable efforts to provide a safe environment.

I voluntarily assume the risk of injury and/or death.

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Evergreen Swims in defending any lawsuits or claims covered by this Release. I agree that under no circumstances will Evergreen Swims ever be responsible for any of my attorneys' fees.

5. I agree to obey all posted signs. I agree to inspect and become familiar with all facilities before I use them. I agree that I will not do any activities that are beyond my abilities. I agree to visually inspect the area before engaging in any activities. I agree to wear and use appropriate safety equipment.

6. I authorize Evergreen Swims to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with

medical care and related transport, and release, defend, and indemnify Evergreen Swims for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

7. I agree that this Release covers all activities and each and every time I am at Evergreen Swims or doing any activity organized, run or sponsored by Evergreen Swims, without requiring me to sign another form for each new day or activity.

8. I agree that Evergreen Swims, without compensation, may record and publish photos and videos (including audio) of participants, for the purposes of promotion of Evergreen Swims and for documenting and/or reporting events and activities.

9. I agree to fully defend, indemnify, and hold harmless Evergreen Swims from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

10. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

11. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor participant. I further agree that both the minor participant and I are bound by all the terms of this Release, and both the minor and I are considered "I" in all the clauses of this Release.

12. I agree that any and all claims for injury or death against Evergreen Swims or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in Jefferson County District or County Court, or the Federal Court for the State of Colorado.

13. I understand that this is legal binding contract. This Release is binding to the fullest extent permitted by law. If any portion of this Release and Waiver of Rights shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect. The parties agree to have a court substitute a valid or enforceable provision for any invalid or unenforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.

**14. I have read and fully understand the terms of this Release and Waiver of Rights. I have had an opportunity to ask any questions I have about this Release and Waiver of Rights. I confirm that I voluntarily agree to the terms of this Release and Waiver of Rights with full knowledge of its contents and significance, and I voluntarily agree to participate in the activities with Evergreen Swims.**

**WAIVER/RELEASE OF LIABILITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Child's name and birthdate

\_\_\_\_\_  
Relationship to Child

\_\_\_\_\_  
Child's name and birthdate

\_\_\_\_\_  
Relationship to Child

\_\_\_\_\_  
Child's name and birthdate

\_\_\_\_\_  
Relationship to Child

**Emergency Contact**

Please list below a person we can contact in case of an emergency.

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Relation: \_\_\_\_\_

**Email Address**

\_\_\_\_\_