



DYNAMO SWIM CLUB
Dynamo Parents Club, Inc.
d/b/a Dynamo Swim Club

HOLD HARMLESS AND WAIVER AGREEMENT

WHEREAS, the undersigned is utilizing swimming facilities owned and/or operated by Dynamo Parents Club, Inc., (“Dynamo”), or allowing the participation of his or her minor child or other person for whom the undersigned is guardian in activities at a Dynamo pool (hereafter collectively referred to as “Participant”); and

WHEREAS, such use requires the undersigned Participant to be in and around the premises and business operations of Dynamo; and

NOW, THEREFORE, in consideration of being permitted on and around the premises and business operations of Dynamo and to use the facilities owned or operated by Dynamo, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of Participant, hereby agrees to release, protect, and hold harmless Dynamo, its subsidiaries or affiliated companies, directors, officers, employees, agents and assigns, against and from any and all liability of any and every kind, nature or description for injury to or death of any person or persons whomsoever and for loss or damage to any property whatsoever, together with all costs and expenses incident thereto arising in any manner, directly or indirectly, out of or in connection with the use of Dynamo facilities, provided such indemnification shall not extend to injury, death, loss or damage caused by the gross negligence or willful misconduct of Dynamo or its employees.

It is further expressly understood and agreed that swimming and related water sports and activities are inherently dangerous activities, and that certain risks accompany participation in said activities, including, but limited to, the risk of physical injuries from falling, being struck by fellow participants, drowning, and exposure to communicable diseases. BY PARTICIPATING IN SWIMMING AND RELATED WATER SPORTS AND ACTIVITIES AT DYNAMO, YOU AGREE AND UNDERSTAND THAT YOU ARE ASSUMING THE RISKS ASSOCIATED WITH SAID ACTIVITIES. SAID RISKS ARE PRESENT AND INHERENT IN SAID ACTIVITIES IRRESPECTIVE OF THE ACTIONS OR INACTIONS OF DYNAMO IN MAINTAINING, MONITORING, OR SUPERVISING THE PREMISIS OR ACTIVITIES.

It is further expressly understood and agreed that the Participant will observe and abide by all warnings, instructions, and precautions issued or made by employees or agents of Dynamo with respect to the use of the premises and participation in the swimming and related waters ports and activities, regardless of whether such warnings, instructions, and precautions are written, spoken, or otherwise. It is the duty of Participant to familiarize himself/herself with said warnings, instructions, and precautions prior to his/her use of the Dynamo facility.

It is further understood and agreed by the Participant that Dynamo’s facilities are open to the general public and that Dynamo is unable to prevent individuals who are infected with a communicable disease from visiting Dynamo’s facilities. Dynamo will at all times follow the guidance of the Center for Disease Control and local governmental health officials, but such compliance is no guarantee that visitors to the Dynamo facilities will not otherwise be exposed to a communicable disease. Accordingly, by signing below, Participant acknowledges the risk of contracting a communicable disease exists whether or not Participant visits Dynamo’s facilities and waives any claim against Dynamo related to Participant’s contraction of a communicable disease after visiting a Dynamo facility.

IN WITNESS WHEREOF, the undersigned (Participant and/or Parent or Guardian of said Participant) has hereunto set his hand and seal this _____ day of _____, 202__.

_____ Participant _____ Parent or Legal Guardian