

## ADVENTURE FITNESS AND AQUATICS

### RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

**This document waives important legal rights. Read it carefully before signing.**

**I hereby agree to the following:**

That I (or my child or individual for whom I am a guardian, collectively ("child")) wish to participate in activities conducted by Aquatic Adventures, Inc. d/b/a Adventure Fitness and Aquatics ("Adventure Fitness"). Such activities may include, but not be limited to swimming, recreational sports and fitness activities ("Fitness Activities"). I am aware that these Fitness Activities are athletic events that pose potentially serious risks of injuries or death to their participants and I acknowledge that I have voluntarily made the choice to expose myself (or my child) to these risks. **BY SIGNING BELOW, I UNDERSTAND THE FOREGOING AND DO HEREBY VOLUNTARILY EXPOSE MYSELF AND MY CHILD TO AND ASSUME ALL RISKS INHERENT IN PARTICIPATION IN THE FITNESS ACTIVITIES, AND I ACCEPT COMPLETE RESPONSIBILITY FOR ANY CONSEQUENCES WHICH MAY RESULT.**

That, in consideration of the permission extended to be by Adventure Fitness to enter and remain at the facility and/or participate in the Fitness Activities, **I HEREBY FOREVER WAIVE, REMISE, RELEASE, AND DISCHARGE** Adventure Fitness, and any of its current and former officers, directors, employees, agents, personnel, volunteers, affiliated organizations and contractors from any and all liability, claims, demands and causes of action, known or unknown, which I, or my child, ever had, or now has, or may have, on account of personal injury or damage to my property arising from any cause during my, or my child's, visit to the facility and/or participation in the Fitness Activities. That, in further consideration of Adventure Fitness's agreement to permit me and/or my child to enter and remain at the facility and/or participate in the Fitness Activities, I hereby agree to hold Adventure Fitness, and any of its current and former officers, directors, employees, agents, personnel, volunteers, affiliated organizations and contractors shall not be held liable for any personal injury, death, economic loss or any other claim arising out of the attendance and/or participation of myself or child in the Fitness Activities.

To be bound by all applicable Adventure Fitness rules and policies and procedures and understand that all access to the facility and participation in the Fitness Activities is by permission only, and that Adventure Fitness and its authorized agent(s) reserve the right, in their sole discretion, to refuse entry to and/or to dismiss any person from the Fitness Activities for any reason.

This Release and Waiver of Liability and Assumption of Risk ("Release") shall be governed and construed under the laws of the Commonwealth of Virginia. I agree that this Release is intended to be as broad and as inclusive as permitted by the law of the Commonwealth of Virginia and that if any portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Release may be modified only by a written amendment signed by both parties.

