

WILDLIFE WATER SCHOOL, LLC

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND RELEASE OF PHOTO AND VIDEO

As an individual (referred to as "I", "me" or "Swimmer"), I desire to participate in Wildlife Water School swim lessons (the "Activity") organized by Wildlife Water School, LLC, a Pennsylvania Limited Liability Company ("Wildlife Water School") and its representatives including instructors, both employed and independent, as well as, water school locations at Wilmerding Community Center and Hampton Inn Monroeville.

In consideration of my voluntary participation in the Activity, the intangible value that I will gain by participating in the Activity and in recognition of Wildlife Water School's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

This Release is binding at each instance whereby I register, pay, participate, and/or attend any and every Wildlife Water School Activity.

I AM FULLY AWARE AND I FULLY UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF WILDLIFE WATER SCHOOL, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF WILDLIFE WATER SCHOOL. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF WILDLIFE WATER SCHOOL OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Wildlife Water School, and its Members, employees, instructors, agents, affiliates, successors, and assigns, as well as, water school locations at Wilmerding Community Center and Hampton Inn Monroeville (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of Wildlife Water School or any Releasees or otherwise. I covenant not to make or bring any such claim against Wildlife Water School or any other Releasee, and forever release and discharge Wildlife Water School and all other Releasees from liability under such claims. This Release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that the Commonwealth of Pennsylvania law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless Wildlife Water School and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against Wildlife Water School or any other Releasees, arising out or resulting

from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of Wildlife Water School.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Wildlife Water School from any claim based on such treatment or other medical services.

Further, I grant Wildlife Water School permission to take my photograph and video. I authorize Wildlife Water School and its assigns and transferees to use and to copyright my likeness in print and/or electronically in a photograph, video, or other digital media ("Photos") in all of its publications, illustrations, testimonials, and advertising, including web-based publications. The use of the Photos extends without limitation to all languages, formats, and media that have now or will hereafter be discovered. I understand and agree that all Photos will become the property of Wildlife Water School and will not be returned. I irrevocably authorize Wildlife Water School to edit, alter, copy, exhibit, publish, or distribute these Photos for any lawful purpose. In addition, I waive any right to inspect or approve the publication wherein my likeness appears. I understand that no payment, royalty, fee, or other compensation shall become payable to me by use of the Photos. I hereby hold harmless, release, and forever discharge Wildlife Water School from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

This Release constitutes the sole and entire agreement of Wildlife Water School and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Wildlife Water School and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that my electronic submission constitutes my agreement and intent to be bound by this Release. Pursuant to any applicable statutes, regulations, rules, ordinances, or other laws, including, without limitation, the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (E-Sign Act), the Pennsylvania Electronic Transactions Act, or other similar statutes, I HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED WITH WILDLIFE WATER SCHOOL. Further, I hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

BY AGREEING AND PARTICIPATING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WILDLIFE WATER SCHOOL.

As the Swimmer, I hereby consent to the terms and conditions of this Release.
Parent or legal guardian may sign on behalf of Swimmer.

Swimmer Signature: _____ Date: _____

Swimmer Printed Name: _____

Address: _____

As the parent or legal guardian of a participating minor and/or a special needs individual, I have the legal right to consent to and I hereby do consent to the terms and conditions of this Release.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Address: _____