

WAIVER AND RELEASE OF LIABILITY — 2025

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

I, the undersigned, am either the participant or the parent/legal guardian of the participant(s) enrolled in swimming lessons conducted by Heidi McDonald at her private residence. By signing this agreement, I acknowledge and agree to the following:

ASSUMPTION OF RISK

I understand that participation in swimming activities carries inherent risks, including, but not limited to, serious bodily injury, permanent disability, and death. I acknowledge that these risks may arise from a variety of factors, including the physical condition of the participant, the pool environment, or the conduct of others.

RELEASE AND INDEMNIFICATION

I hereby voluntarily release, waive, discharge, and agree to hold harmless Heidi McDonald, her family members, agents, and the property owner, from any and all claims, liabilities, demands, or causes of action that may arise from or relate to any injury, loss, or damage sustained by the participant during or in connection with participation in swim lessons or presence on the premises—regardless of whether such injury or damage is caused in whole or in part by the negligence of Heidi McDonald.

I further agree to indemnify and hold harmless Heidi McDonald from any loss, liability, claim, or expense (including attorney's fees) arising out of or related to the participant's involvement in swim lessons or use of the premises, including the trampoline.

COVID-19 ACKNOWLEDGMENT AND WAIVER

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure or infection by participating in swimming lessons. I understand that such exposure or infection may result in illness, permanent disability, or death. I voluntarily agree to assume all risks related to COVID-19, including those that may arise from the actions, omissions, or negligence of Heidi McDonald, her family members, or others present.

EMERGENCY MEDICAL AUTHORIZATION

In the event of a medical emergency, I authorize Heidi McDonald to obtain emergency medical treatment for the participant from qualified medical personnel. I agree to be responsible for any and all costs associated with such medical care and transportation. I further release and hold harmless Heidi McDonald from any claims arising from the provision of such medical care.

TRAMPOLINE USE

I understand that the use of a trampoline involves significant risk of injury, including but not limited to sprains, fractures, and head injuries. I voluntarily assume all risks associated with trampoline use and agree to release and indemnify Heidi McDonald from any liability arising out of such use.

Swimmer Name: _____

Signature of Participant or Parent/Guardian: _____

Date: _____

SWIM WITH HEIDI!
15559 MALLORY COURT
MOORPARK, CA 93021
805-728-5243