SWIM • OMAHA

DIVENTURES, LLC
DBA Diventures
CONTINUING WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY, AND EMERGENCY CARE PERMISSION

PLEASE READ CAREFULLY BEFORE SIGNING BECAUSE THIS IS A CONTINUING RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT ALSO GRANTS CONTINUING PERMISSION FOR EMERGENCY CARE.

In consideration of permitting me, _____ (participant), to enroll in a swim or snorkeling instructional course and/or participate in Swimming, Snorkeling, Swim Parties, Physical Activities, and Related Operations hereafter known as (**Water Activities**) conducted by any staff member(s) of Diventures or Diventures, LLC, in the city of Omaha, State of Nebraska, beginning on the _____ day of _____, 2_____, I agree for myself, my personal representatives, heirs and next of kin:

I hereby acknowledge that Water Activities are potentially dangerous activities and involve the inherent risk of serious injury (including paralysis), death and/or property damage both in and under the water as well as on the pool deck itself.

I hereby release, waive, discharge and agree not to sue Diventures, LLC**,** their facilities, staff or any of its officers, instructors, agents or employees (the Releases) from all liability to myself, my minor child(ren), my personal representatives, signs, heirs and next of kin for any and all loss or damage and any claim or demands therefore on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation and/or instruction in said course, activities or any other related Water Activities that may occur.

I hereby assume full responsibility for any risk of bodily injury, death or property damage, now and forever, arising out of or related to participation and/or instruction in said course, activities or any other swimming/snorkeling operations.

I hereby acknowledge that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State in which the activities are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I hereby assume full responsibility for determining the need for and providing an interpreter for a language other than English within the facility.

I acknowledge that it is my responsibility to provide for my own and/or my child(ren)'s own accident and health coverage while participating in swim activities.

In the event I cannot be reached and/or am incapacitated or otherwise able to give consent, I give permission for emergency medical, surgical and hospital treatment and procedures to be performed by a licensed physician or hospital, when deemed immediately necessary to safeguard my/my child(ren)'s health. I relieve Releases of any and all responsibility for action(s) taken by the doctor(s), hospitals, or other medical care providers in the treatment and attendance of me or my child.

I agree that this waiver, release of liability, assumption of the risk, and consent for emergency medical, surgical and hospital treatment shall be continuing and effective for all Water Activities conducted by or on behalf of the above named Releases for a period of time beginning with the execution of this document and terminating at 11:59 P.M., CST, on the 365th day after the date on which this document was signed.

If participant 19 or older, participant signs here:

Participant's Name: _____ Signature: _____

Witness: _____ Date: _____

If Participant is under 19 years, Parent or Guardian must read entire document and sign below:

Additionally, as the parent/guardian of the above named participant, I have read this document in its entirety prior to affixing my signature hereto. I have represented to Releases that I have authority to sign, and am in fact signing this document on behalf of my minor child (the participant), myself and the other parent/guardian of said child. I agree, on behalf of myself, the other parent/guardian, and my minor child to be bound to all the terms and conditions of this Agreement. I understand all terms of this document, understand that I have given up and will continue to give up substantial rights by signing it, am aware of the document's legal consequences, and have signed this document freely, voluntarily, and without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability on behalf of myself, the other parent, the participant, and the participant's minor siblings to the greatest extent allowed by law and further agree to indemnify and hold harmless the above named Releases from all from any and all liability and causes of action arising from the activities and actions described herein. I understand the risks of injury while swimming, scuba diving and/or snorkeling, and have had the opportunity to personally witness and fully discuss the activities or instructional program with a staff member prior to commencement of my minor child's swimming, scuba diving and/or snorkeling activities:

Parent's Name: _____ Signature: _____

Witness: _____ Date: _____

Updated: February 10, 2021