

## **FIRST SWIM: PARENTAL/GUARDIAN ASSUMPTION OF RISK AGREEMENT**

Please read this Assumption of Risk agreement carefully as you will need to confirm you have understood and accept it before your booking with First Swim can be finalised.

This statement informs you of the risks involved with swimming and sets out the circumstances under which you, your Spouse/Partner, your child, child's legal guardian or those 'in whose care you have placed your child to attend First Swim, will participate in and which is undertaken at your own risk. During the online booking process, you will need to agree to our Risk Agreement. This is a condition of attending any of our courses. A binding contract comprising of this Risk Agreement will come into effect once your booking has been processed.

**IMPORTANT-** Swimming, which takes place in, on or around any body of water or in the immediate area of any body of water has obvious inherent risks including, but not limited to drowning. When attending for the purpose of taking part in or viewing any First Swim swimming session you must ensure that you, those in your care, and those accompanying you, follow First Swim's Code of Conduct to keep your child safe.

**HEALTH-** During the online booking process or following the start of the booked swimming session(s), you must inform First Swim of any medical condition diagnosed for your child and where applicable, those in whose care you have placed your child for the purposes of swimming with First Swim. If you have any concerns regarding health issues and swimming, it is advised that you contact your GP or Health Visitor prior to the agreement of this statement and participation in any First Swim swimming session.

**EXCLUSIONS-** Neither First Swim, its employees or instructors, accept any responsibility for any death, injury or loss suffered nor damage to any part of the swimming pool or building in which the pool is located, or any adjoining lands, buildings or boundaries caused by you, your child, or those in whose care you have placed your child, for the purposes of swimming with or observing First Swim, resulting from any conduct, matter or condition under your or their control, which amounts to contributory negligence whilst attending any First Swim swimming session.

Neither First Swim, nor its employees or instructors accept any responsibility for any damage, discolouration or tarnishing to any items of jewellery, including watches, worn by you, your child or those in whose care you have placed your child, for the purposes of observing or swimming with First Swim.

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor(s), First Swim, or its' employees, the participation of you, your Spouse/Partner, child, or those in whose care you have placed your child for the purposes of attending or observing First Swim swimming sessions is done so entirely at your and their own risk. This Assumption of Risk also extends to any other person(s) who may voluntarily or otherwise, accompany you, your child, your Spouse/Partner, or those in whose care you have placed your child for the purposes of observing or swimming with First Swim.

I acknowledge this document and have read all the terms before completing my booking and agreeing. I also confirm that I am over \*18 years of age.

*\* First Swim is unable to enter into a binding agreement with persons under the age of 18.*