

CHILD MEMBER WAIVER AND RELEASE AND ASSUMPTION OF RISK

I hereby agree to my child's participation in the AquaResource, LLC Swim Instruction Program ("Class"), on the following conditions:

1. I fully understand that my child's participation in the Class may expose my child to the risk of property damage, illness, personal injury or death. I hereby acknowledge that I am voluntarily assuming any such risks to my child and agree that my child will be participating in the Class upon the express agreement and understanding that I, on behalf of my child and my child's heirs and assigns, HEREBY RELEASE, DISCHARGE AND AGREE NOT TO SUE the Ladera Ranch Maintenance Corporation ("LARMAC"), Ladera Ranch Community Services (LARCS), and their respective officers, directors, agents and/or employees (collectively referred to as the "Association") and AquaResource, LLC and their respective member managers, members, officers, directors, agents and/or employees ("AquaResource") for any illness, injury, death, or damage to or loss of personal property arising out of, or in connection with, my child's participation in the Class, from whatever cause, including the active or passive negligence of the Association or any other participants. I also agree to indemnify, defend and hold the Association and AquaResource harmless from any and all liability, claims, suits or judgments arising out of, or in connection with, my child's participation. By this agreement, it is my intention to relieve the Association and AquaResource of any duty to me or my child without limitation, and I assume the entire risk of any illness, injury, death or damage which might occur during or as a result of my child's participation in the class.

2. I represent to the Association and AquaResource that my child is physically capable of participating in the Class, in light of my child's prior health history, age, weight and general mental and physical condition and that I have consulted with my child's physician before making such representation.

3. I acknowledge and agree that as a condition of my child's participation in the Class that I shall be responsible for my child's adherence to the rules and regulations for use of the facilities.

4. In the event my child suffers any injury, I agree to report same in writing to the Association and AquaResource within three (3) days from the date thereof.

I hereby execute and deliver this Waiver and Release and Assumption of Risk Agreement to induce the Association and AquaResource to permit my child to participate in the Class and as consideration for the same, and I represent that I have taken the time to carefully read, and that I understand, the language of this Waiver and Release and Assumption of Risk Agreement. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND A CONTRACT BETWEEN MYSELF, MY CHILD AND THE ASSOCIATION AND AQUARESOURCE AND SIGN IT OF MY OWN FREE WILL.

Please sign in space provided below:

Child's Name: _____ Age: _____ Birthdate: _____

Parent/Legal Guardian Name: _____ Date: _____

Address: _____

Phone: _____

Parent/Legal Guardian Signature: _____