

SWIM SPA CHALLENGE RELEASE FORM

In consideration of my participation in the Master Spas, Inc. 2017 Swim Spa Challenge, I, for myself, and on behalf of my personal representatives, heirs, successors, next of kin, and assigns, agree and covenant as follows:

1. I hereby acknowledge that participation in the Swim Spa Challenge is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage. I represent that I am in good physical condition and that my swimming capabilities are sufficient to participate in this activity. While safety procedures and personal discipline will help minimize this risk, the risk of serious personal injury or property damage still exists.
2. I fully understand and acknowledge that:
 - (a) Risks and dangers exist in my participation in the Swim Spa Challenge event;
 - (b) My participation may result in serious personal injury or damage to personal property, including a potential for permanent disability and death;
 - (c) These risks and dangers may be caused by slipping, falling, entering and exiting the swim spa, strenuous activity, other participants, by accidents, or by forces of nature which are unforeseeable. That risks and dangers may arise from foreseeable and unforeseeable causes, and conditions, and other risks, hazards and dangers that are integral to activities that take place around water.
3. I understand that the activity of swimming in a swim spa under these conditions is physically and mentally intense. I understand the importance of knowing and adhering by the rules, regulations, and procedures established for the safety of the participants.
4. I hereby release, waive, and discharge Master Spas, Inc. and _____, their respective directors, officers, employees, representatives, affiliates, dealers and agents; and MMPP, LLC and Michael Phelps, and their respective employees, agents, representatives, affiliates and assigns (collectively "Released Persons") from any and all liability with respect to any injury and/or death to me or any property damage that may result to me or that I may cause now and forever arising out of or related to my participation in the Swim Spa Challenge event, **even if the injury or damage is caused by the negligence of the Released Persons.**
5. 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 in the Swim Spa Challenge event, whether foreseen or unforeseen and whether caused by the negligence of any of the participants, the Released Persons or otherwise. I hereby separately covenant and agree to indemnify, save, and hold harmless the Released Persons from any loss, liability, damage, or cost that any Released Person may incur, (including Attorney Fees) now and forever, arising out of or related to my participation in the Swim Spa Challenge event.
6. I hereby grant, convey and assign to Master Spas, Inc. its successors and assigns, ownership to and a perpetual and irrevocable exclusive royalty free license throughout the entire world, to use, and own my likeness, voice, image, videos, and photographs; to reproduce, distribute, assign, transmit in any media form now known or hereinafter developed, for any advertisement in any form or media all videos, likeliness, photographs and images of me whatsoever.

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7. I am over the age of 18 and have read this agreement that contains a Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences and have signed it freely and voluntarily, without any inducement, assurance, or guaranty being made to me and I intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Date: _____

(Signature)

Printed Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Email: _____