

SANDRA'S DAYCARE SWIMMING/WADING WAIVER

SWIMMING/WADING ACTIVITY PERMISSIONSLIP – This permission slip/waiver for on as well as off Sandra's Daycare facility stands firm for both the pools/spas/hot tubs/ wading pool, toys anything to do with a body of water.

The term swimming lessons is introduction to the water and does not necessarily imply/say that Sandra's Daycare is going to teach your child how to swim.

Date: \_\_\_\_\_

Child's name: \_\_\_\_\_

Responding to the following statements by answering YES or NO

My children can swim \_\_\_\_\_

If YES, has the child taken swimming lessons? \_\_\_\_\_ How many years? \_\_\_\_\_

My child has permission to participate in wading activities. \_\_\_\_\_

My child has permission to participate

in swimming activities. \_\_\_\_\_

I agree to reimburse Sandra's Daycare for any fees associated with this activity. If my child has not been potty learned, I agree to supply Sandra's Daycare with swim diapers and rubber pants. I also agree to supply Sandra's Daycare with sunscreen, swim suit, sandals, packed lunch (when going off SDC facility) and towel.

I understand that Sandra's Daycare may take my child to a swimming activity. Sandra's Daycare does not employ the lifeguards, swimming pool operators, or swimming pool managers. Sandra's Daycare is not the owner or the operator of the swimming facility. Consequently, I agree to waive all causes of actions, claims, damages, demands, expense, liabilities that I and my family may have against Sandra's Daycare arising out of any swimming activity. I further agree that in no event shall the Staff, Family of SDC, any other series offered by the Sandra's Daycare/Staff/Family, its managers, officers, or employees be liable for any claim, cause of action, damage, demand, expense, fine liability, or penalty arising out of any swimming activity. The term "swimming activity" shall mean swimming in the pool, diving into the pool, jumping in the pool, wading in the pool, playing on the pool, as well as any activity occurring on the pool deck and on the pool's property. All the above also includes wading toys/spa.

In no event shall the liability of Sandra's Daycare exceed the amounts paid by me under the Sandra's Daycare Agreement, or if there is no signed Sandra's Daycare Agreement, then Sandra's daycare liability shall be limited to the drop in fee paid on that day. Neither party to this waiver shall be liable for consequential, incidental, exemplary, or punitive damages.

I further agree to defend, hold harmless and indemnify Sandra's Daycare, the Wood, Gonzales and Zuniga family all other series offered by the Sandra's Daycare Staff/Family, its managers, and officers from any claim, cause of action, damage, demand, expense, fine, liability, or penalty arising out of my child's children's inability to swim, if I have checked item no. 1 above, or item no. 3 above.

This waiver along with the Sandra's Daycare agreement, the policy manual, and the transportation waiver constitute the entire agreement of the parties and supersede all prior written or oral agreements. This waiver shall be governed by the laws of the state of California.

Parents signatures/date or guardian: \_\_\_\_\_

Child's name/date: \_\_\_\_\_

Provider's signature/date: \_\_\_\_\_