



PARTICIPANT LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT

Marine Water Confidence Training, LLC

Effective Date: October 29, 2025

1. Acknowledgment of Risks

Participant understands that MWCT training may include strenuous physical activity, breath-control drills, underwater swimming, and use of training equipment such as bricks, fins, and masks. These activities involve inherent risks including, but not limited to, drowning, inhalation of water, fatigue, cramping, blackout, slips, falls, impact injuries, cardiac stress, respiratory distress, equipment-related injuries, collisions, and environmental factors including heat exposure or hypothermia. Participant acknowledges these risks are unavoidable and voluntarily chooses to participate fully aware that serious injury or death may occur.

2. Assumption of Risk

Participant voluntarily assumes full responsibility for all risks of injury, illness, damage, or loss that may arise from participation in MWCT programs, whether caused by negligence of MWCT, its instructors, staff, host facilities, or others.

3. Medical Condition and Authorization

Participant affirms they are medically capable of safe participation and have disclosed any relevant conditions. Participant authorizes MWCT staff to seek emergency medical treatment as needed and agrees to be responsible for associated costs.

4. Release and Waiver of Liability

Participant releases and waives MWCT and affiliated parties from all liability for injury, death, or property damage arising from participation, even if caused by ordinary negligence. Participant agrees not to pursue legal action for such claims.

5. Indemnification

Participant agrees to indemnify and hold MWCT harmless from any related claims, damages, or legal costs including attorneys' fees.

6. Rules and Safety Compliance

Participant agrees to follow all MWCT and facility rules and staff instructions. Failure to comply may result in removal without refund.

7. Photo and Video Release

Participant grants MWCT permission to use training photos or video for business or educational purposes unless declining in writing prior to participation.

8. Refund Acknowledgment

Participant acknowledges MWCT's refund policy in the Training Terms & Conditions and understands that refunds may not be issued once training begins.

9. Governing Law

This Agreement is governed by Florida law. Any disputes will be resolved through mediation or binding arbitration in Palm Beach County, Florida.

10. Severability

If any provision of this Agreement is held invalid, all remaining terms continue in full force and effect.

11. Acknowledgment of Understanding

Participant confirms they have read this Agreement in full and voluntarily accept its terms and associated responsibilities.

PARTICIPANT INFORMATION

Printed Name: _____ Date: _____

Signature: _____

Parent/Guardian Name (if under 18): _____

Parent/Guardian Signature: _____ Date: _____

Emergency Contact Name: _____ Phone: _____

END OF DOCUMENT – LIABILITY WAIVER AND ASSUMPTION OF RISK