



Waiver and Release

By use of the swimming pool and the associated amenities and facilities on Land Reference Number 3734/857, Nairobi, I, the undersigned parent/guardian of _____ hereby agree and acknowledge that the owners of the said property and/ or the operators of the swimming pool and these premises, amenities and facilities and their officers, employees, agents and representatives will not be liable for any injury or death of any person or loss or destruction of or damage to any property arising from the use of the swimming pool and the associated amenities and facilities on the said property.

It is acknowledged that use of the swimming pool and the associated amenities and facilities amounts to consent that the same is at my own risk as the said use has certain risks which although preventable may not be foreseen. Therefore, whilst every precaution will be taken to prevent injuries and accidents, the risks involved are understood and accepted.

Patrons and children are not allowed to use the swimming pool and the associated amenities and facilities on the said property unless they are accompanied by an adult.

COVID-19

With full knowledge of the risks involved, I hereby release, waive, discharge MNWaterSafe Kenya, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I hereby acknowledge that I have read and fully understand the conditions as stated above.

Name:

Signature:

Date:



TERMS AND CONDITIONS

- 1. Full payment for the invoiced amount must be received 2 weeks prior to the course start date to date.**
- 2. Fees once paid are non-refundable.**
- 3. Any cancellations after full payment date will be considered on a case by case basis and will be at the discretion of MNWaterSafe Kenya.**
- 4. In the event of the instructor being absent, due to medical conditions or otherwise, make up lessons will be made available.**
- 5. In the event your child misses a lesson, make up lessons are provided purely at the discretion of the instructor on suitable days if and when times are available.**
- 6. It is the parent / guardian's responsibility to ensure the safety of all siblings and friends visiting the swimming pool and the associated amenities and facilities on Land Reference Number 3734 / 857, and to ensure that all children behave in a responsible manner i.e. no running around the pool, interfering with lessons or the destruction of any property or facilities.**