

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I hereby declare that all particulars and details that have been provided are true and correct.

I hereby release, waive, exclude and discharge D Swim Academy Sdn Bhd ("DSA") and all its employees, volunteers, agents and officers thereof from and against all past, current and future liability, in negligence or howsoever, arising from any injury(ies), illness(es) or death(s) or loss(es) or damage(s) to property incurred and/or sustained by me or whilst in and/or at the premises of DSA.

I further agree not to institute any claim(s), demand(s), cause of action(s), proceeding(s), action(s) and/or allow any claim(s), demand(s), cause of action(s), proceedings (s) of whatever nature against DSA or the Management including any member(s), director(s), employee(s) volunteer(s), agent(s) thereof in respect and/or in relation to any matter(s) contained in the preceding paragraph(s).

In any event, I further agree to indemnify and shall keep indemnified DSA and/or the Management including any member(s), director(s), employee(s), volunteer(s), agent(s) thereof ("those Indemnified") from, against and in respect to all liability(ies), loss(es), damage(s), cost(s), expense(s), claim(s), demand(s), action(s) suffered, incurred or brought against any of those Indemnified by any party arising from or relating to my swimming and/or swimming related activity/sports/training/practice at the premises of DSA.

I further agree that this Liability Release and Assumption of Risk Agreement shall bind the members of my family and spouse (if any), my heirs, assignees and personal representative.

I further state that I am in good mental and physical fitness. I further state that I do not have in my possession and/or control any illegal drugs, or I am taking, nor have I recently consumed, any drugs or medication that would wound affect me in any manner whatsoever whilst at the premises of DSA. I am not under the influence of alcohol or I am suffering from its after effects (i.e hungover). If I am taking medication, I affirm that I have seen a physician and have approval to conduct such swimming and/or swimming related activity/sports/training/practice at the premises of DSA while under the influence of the medication/drugs. I understand that swimming and/or swimming related activity/sports/training/practice is and may be a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume all risk of said injuries, whether foreseen or unforeseen that may befall me while I am undertaking such swimming and/or swimming related activity/sports/training/practice at the premises of DSA. I ~~release~~ exempt and hold harmless DSA and all its employees, volunteers, agents and officers responsible for the same.

I affirm it is my responsibility to inspect all of my equipment for the correct fit and function prior to each and every swimming and/or swimming related activity/sports/training/practice at the premises of DSA. I shall only use complete, well-maintained, reliable equipment with which I am familiar. I affirm that I should not use any equipment that is not functioning properly. I further affirm that I will release, exempt and hold harmless DSA and its all employees, volunteers, agents and officers for my failure to inspect my equipment prior to any swimming and/or swimming related activity/sports/training/practice at the premises of DSA or if I choose to engage in such activity with equipment that may not be functioning properly. I further state that I am of lawful age and legally competent to sign this Agreement, or that I have acquired the written consent of my parent or guardian. I understand t h a t the terms herein are contractual and not a mere recital and that I have signed this agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any

provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. I understand and agree that I am not only giving up my right to sue DSA and all its employees, volunteers, agents and officers but also any rights my heirs, assigns, or beneficiaries may have to sue DSA and all its employees, volunteers, agents and officers resulting from my death and/or injury. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to DSA and all employees, volunteers, agents and officers.

I further agree that this Liability Release and Assumption of Risk Agreement shall be construed in accordance with the laws of Malaysia and submit to the exclusive jurisdiction of the courts of Malaysia.