



Bowswim® Terms and Conditions

1. **Exercise Disclaimer.** Creekside R&D, LLC, a Florida limited liability company, d/b/a Bowswim®, disclaims any liability from, and in connection with, the exercise programs provided in this manual, on the Bowswim® Website, or any other exercise programs utilizing the Bowswim® device (including all of its components – the belt, tether, adjuster and pole). As with any exercise program, if at any point during your exercise regime or workout you begin to feel faint, dizzy, or have physical discomfort, you should stop immediately and consult a duly licensed physician. The exercises provided in this manual and on the Bowswim® website, www.bowswim.com (the "Website"), are for educational purposes only, and are not to be interpreted as a recommendation for a specific therapy or treatment plan, product, or course of action. Bowswim® does not provide any medical advice and is not engaged in providing any medical services. Exercise of any kind is not without risk and the exercise programs provided in this manual and on the Bowswim® Website may result in injury. Such injuries include, but are not limited to, risk of personal injury, aggravation of a pre-existing conditions, or adverse effect of over-exertion such as a muscle strain, abnormal blood pressure, fainting, disorders of heartbeat, and rare instances of heart attack. To reduce the risk of injury, before beginning a Bowswim® exercise program or any other exercise program, please consult a physician or physical therapist for an appropriate exercise prescription and safety precautions, especially if you are pregnant, nursing, or elderly, have any chronic or recurring conditions, or are under 12 years of age. The exercise instruction and advice presented in this manual and on the Bowswim® Website are in no way intended as a substitute for a medical consultation. Any application of the exercise programs, exercise routines or any other techniques, ideas or suggestions contained in this manual or on the Bowswim® Website are at the reader's sole discretion and risk.

NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU READ IN THIS MANUAL OR ON THE BOWSWIM® WEBSITE

2. **Product Disclaimer.** Read all instructions before using the Bowswim® device. The Bowswim® device is specifically designed to maximize water exercise and safety. The components of the Bowswim® device (i.e., the belt, tether, adjuster and fully-extended pole) are specifically designed to work, in tandem, to achieve the safety and results Bowswim® is proud to promote for its product. The Bowswim® is designed to be used for all forms of swimming related, resistance exercise. The use of the Bowswim® device by children under 18 years of age requires constant and continuous adult supervision. Although the Bowswim® device is extremely strong, if the surface of the Bowswim® device is cracked, broken, cut, scraped, or otherwise damaged, its integrity can be compromised and could shatter and cause personal injury and property damage. **THOROUGHLY INSPECT THE BOWSWIM® DEVICE EACH TIME YOU USE IT.** If the Bowswim® device is cracked, broken, cut, scraped, or otherwise damaged, **DO NOT USE THE DEVICE.** Care should be taken in the unpacking and assembly of the Bowswim® device. The Bowswim® device should only be used in pools and spas that are at least 10 feet long and 3½ feet deep. Never use the Bowswim® device near steps or steep inclines. Never allow more than one (1) user to use (1) Bowswim® device at a time. Always attach the Bowswim® device belt and tether while standing in the pool or spa. Never attach the Bowswim® device belt or tether and then jump into a pool or spa. When in use, warn bystanders to stay clear of the Bowswim® device. Do not use the Bowswim® device or swim when thunderstorms or lightning are present or threatening. Do not use the Bowswim® device for any purpose except as described in this manual and on the Bowswim® Website.

3. **Limitation of Liability.** Customer acknowledges and agrees: (a) to hold harmless and indemnify Bowswim® and its employees, officers, members, managers, agents and suppliers from any claim, demand, loss, liability, or expenses (including reasonable attorney's fees, whether a lawsuit is filed or not and on all appeals) for any and all interruptions, errors or omissions with respect to the Bowswim® device; and (b) neither Bowswim® nor its employees, officers, members, managers, agents or suppliers shall be liable for any damages whatsoever, including but not limited to direct, indirect, incidental, consequential, special or other damages, whether any such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise. Without limiting the generality of the foregoing sentence, either Bowswim® or any of its employees, officers, members, managers, agents and suppliers shall be liable in any event for any damages for personal injury, bodily harm, wrongful death, or property damages.

4. **NO WARRANTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS MANUAL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BOWSWIM® DEVICE IS PROVIDED BY BOWSWIM® "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS MANUAL, ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED BY BOWSWIM®, INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.



5. BOWSWIM® offers a Life Time Warranty on the Bowswim Pole and One (1) Year Warranty on all other components. The defective component(s) must be returned to BOWSWIM® corporate offices for analysis in order for this warranty to be effective. Any warranty provided by Bowswim® is void in the event that the Bowswim® device is not used in accordance with this manual, or the Bowswim® Website, or components not furnished by Bowswim® are used in conjunction with the Bowswim® device.

6. Installation, Use, Maintenance and Storage. Do not leave the Bowswim® device mounted to a pool or spa deck when not in use, and never leave the Bowswim® device unattended. Installation of the Bowswim® device deck plate requires a power drill. Always take proper safety precautions and use proper safety equipment when using any power drill, especially in wet areas, as suggested by the manufacturer of the power drill.

7. Entire Agreement. These terms and conditions contain the entire agreement between Bowswim® and customer. There are no representations, conditions or statements which are material to these terms and conditions, unless specifically and expressly stated in these terms and conditions. Customer has not relied upon any such representations not contained in these terms and conditions. Bowswim® shall not be responsible for any promise, conditions, warranties or unless such statement is given by Bowswim® in writing.

8. Successors and Assigns. All disclaimers of warranty and liability contained in these terms and conditions shall be binding upon the customer and their successors, assigns, transferees, and ultimate users.

9. Amendment, Severability and Assignment. Bowswim® reserves the right to alter, modify, update, or revise these terms and conditions without notice at any time. Any such changes to these terms and conditions shall become effective immediately upon being posted to the Bowswim® website. If any provision of these terms and conditions shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. Customer agrees that Bowswim® may, in its sole discretion, assign these terms and conditions to another entity or organization as a result of any merger, acquisition or reorganization.

10. Governing Law and Jurisdiction. These terms and conditions and the interpretation of the rights and duties of the parties to these terms and conditions, shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Customer and Bowswim® hereby (a) irrevocably submit to the exclusive jurisdiction of the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, in any action or proceeding arising out of, or relating to, these terms and conditions, the relations between customer and Bowswim®, and any matter, action or transaction described in these terms and conditions, whether in contract, tort or otherwise; (b) agree that such courts shall have exclusive jurisdiction over such actions or proceedings; (c) waive the defense that Florida is an inconvenient forum to the maintenance and continuation of such action or proceeding; (d) agree that a final and non-appealable judgment rendered by a court of competent jurisdiction in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. .1092977.1