

SWIMMING POOL WAIVER AND RELEASE OF LIABILITY

BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ IT CAREFULLY.

I, _____, desire to participate in any and all activities related to the swimming pool facilities provided by _____ (the "Provider"), including, but not limited to, participation in pool activities such as swimming, diving, and using of pool slides, diving boards, and other pool features, equipment, or facilities (collectively, the "Activity"). In consideration of being permitted by the Provider to participate in the Activity, and in recognition of the Provider's reliance hereon, I agree to all the terms and conditions set forth in this release of liability instrument (this "Release").

1. Assumption of Risk

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE PROVIDER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE PROVIDER. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE PROVIDER OR OTHERWISE.

2. Release

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Provider, and its officers, directors, managers, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Provider or any Releasees or otherwise. I covenant not to make or bring any such claim against the Provider or any other Releasee, and I forever release and discharge the Provider and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that governing law does not permit to be released by agreement.

3. Medical Treatment

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation. I hereby release, forever discharge, and hold harmless the Provider and all other Releasees from any claim based on such treatment or other medical services.

4. Agreement

This Release constitutes the sole and entire agreement of the Provider and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE PROVIDER.

Participant's Signature: _____
Print Name: _____
Date: _____

(If Participant is under the age of 18, a parent or guardian must sign below.)

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release.

Parent/Guardian Signature: _____
Print Name: _____
Date: _____