

**BURTON HOLLOW SWIM AND RACQUET CLUB
WAIVER OF LIABILITY FORM**

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in utilizing the swimming pool amenities, tennis courts, or other facilities at Burton Hollow Swim and Racquet Club (herein referred to as "BHSC"). You will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associates with BHSC.

I agree to familiarize myself, my family member, and my guests with the rules of BHSC and agree to abide by them. I understand the BHSC, its officials, directors, agents, employees, volunteers and representatives retain the right to suspend or expel swimming pool users form use of the swimming pool and amenities for failure to comply with the pool rules.

DISCLAIMER CLAUSE

BHSC, its' officials, directors, agents, employees, volunteers and representatives are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the swimming pool, amenities, tennis courts, or other facilities, including injury, loss or damage which might be caused by the act of BHSC, third parties, employees, board members, members, or the like.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE: DROWNING, NEAR DROWNING, SPINAL INJURY AND IN SOME CASE, DEATH. DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming and using the pool amenities. I also understand that in order to be allowed to use the swimming pool I must give up my rights to hold BHSC liable for any injury or damage, which my family members, my guests, or I may suffer while utilizing the swimming pool amenities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my family members, my guests, or I may sustain as a result of using the swimming pool, tennis courts, or other facilities. I further agree to waive and relinquish all claims against the BHSC that I, my family members, or my guests may have as a result of using the swimming pool, amenities, tennis courts, or other facilities.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the BHSC allowing me to voluntarily utilize its swimming pool, amenities, tennis courts, or other facilities; I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associates with or related to my use of the aforementioned swimming pool, amenities, tennis courts, or other facilities, even though such risks may have been caused by the negligence of the BHSC;

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which my family members, my guests, or I may sustain while using the swimming pool, amenities, tennis courts, or other facilities, even though such injury, loss or damage may have been caused by the negligence of the BHSC;
3. TO INDEMNIFY AND HOLD HARMLESS the BHSC, its officials, directors, agents, employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my use of the BHSC's swimming pool, amenities, tennis courts, or other facilities, even though such claims, demands, actions and costs may have been caused by the negligence of the BHSC.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or courses of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the swimming pool, amenities, tennis courts, or other facilities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the BHSC.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which my family members, my guests, or I may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signed this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my family members, or my guests while utilizing the swimming pool, amenities, tennis courts, or other facilities.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold BHSC harmless from any and all liability or costs, including attorney fees, associated with or arising from my use of the swimming pool, amenities, tennis courts, or other facilities.

I do hereby fully release and forever discharge the BHSC from any and all claims for injuries, damages, or loss that I, my family members, or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the swimming pool, amenities, tennis courts, or other facilities.

ACKNOWLEDGEMENTS

I acknowledge that I have read and understand the BHSC Pool Club Rules and Regulations.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the swimming pool, amenities, tennis courts, or other facilities. Knowing this and in consideration of being permitted to use the swimming pool, amenities, tennis courts, or other facilities, I hereby voluntarily release BHSC from any and all

liability resulting from or arising out of my use of the swimming pool, amenities, tennis courts, or other facilities.

I understand and agree that I am releasing not only BHSC, but also the officials, directors, board members, agents, employees, volunteers and representatives of that entity.

I have read and understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the vent of my death or incapacity.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

**WARNING-BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!
PLEASE READ CAREFULLY!**

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representative, heirs and next of kin.

Signature (Must be over 18 years of age) _____

Printed Name: _____

Date: _____

Address: _____

Family Members and ages of minor children (printed)

