

Swimming Pool Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

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

To: Rolling Hills Glencairn Community Service, Inc. (RHGCS)

I wish either myself or my child/children (if applicable) to swim at the RHGCS pool facilities. In swimming at the pool, I recognize and fully understand certain things, including:

- My use of the pool facilities involves certain risks, including:
 - The risk of injury resulting from possible malfunction of the pool equipment
 - The risk of injuries resulting from tripping or falling over obstacles in the pool area
 - The risk of injuries resulting from possible reckless conduct of other participants.
 - The risk of other injuries resulting from participating in an inherently dangerous activity.
 - The risk of illness.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risk that I am assuming.
- **During the 2025 Season, Open, & Adult swim sessions - NO LIFEGUARD WILL BE ON DUTY**

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE RHGCS FACILITY FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE RHGCS, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the RHGCS premises or in any way observing or using any facilities or equipment of the RHGCS whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

A non-parent (friend or grandparent) cannot legally sign this waiver for other people's child/children. It must be signed by a parent/legal guardian.

Signature of MEMBER _____ **Date:** _____

MEMBER Property Address: _____

GUESTS: Please obtain additional copies of this form from the office or pool if needed. Have the parent list their names and the names of their children below. Sign & Date. Return the signed form to the office or pool.

Guest (Parent) Name & Signature: _____