

GREENWYCHE CLUB, INC
Swimming Pool Waiver and Release of Liability Form

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

I have read the community pool and clubhouse rules and consent to adhere to the rules.

I recognize and fully understand certain things with regard to my wish to use the Greenwyche Club, Inc Facilities (to include but not limited to tennis courts, ball field, and swimming pools), including:

- During the swim session, at a minimum two lifeguards will be on duty
- My use of the pools and swim session involves some risks, which includes:
 - risk of injury resulting from possible failure or malfunction of pool equipment
 - risk of injuries resulting from swimmers and/or divers colliding
 - risk of injuries resulting from tripping or falling over obstacles around or in the pool
 - risk of other injuries resulting from the use and swimming in the pool
 - risk of contracting an illness
- My use of the facilities involves some risks, which includes:
 - risk of injury resulting from possible failure or malfunction to include but not limited to basketball equipment and/or tennis equipment
 - risk of injuries resulting from tripping or falling over obstacles around or in the facility to include but not limited to tennis courts and/or ball field
 - risk of other injuries resulting from the use of the facilities
 - risk of contracting an illness

I further 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 the types of risks that I am assuming. In consideration of allowing me to use the Greenwyche Club Facilities, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. **TO WAIVE ANY /AND ALL CLAIMS** that I have or may have in the future against the Greenwyche Club, Inc, its officers, employees, agents, and/or representatives (hereinafter referred to as the "Releasees") relating to my use of the facilities and take full responsibility of my guests.
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, expense, or another cost that I may suffer or that my next of kin may suffer in connection with my use of the facilities due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES, and take full responsibility of my guests.
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to property, or personal injury to, any third party, resulting from my use of the facilities and take full responsibility for my guests.

4. That I am over the age of 18 and that I am a member and/or from a family of members in good financial standing with Greenwyche Club, Inc, (Parents & Guardians sign for kids under the age of 18 and all children in my household under the age of 10 will be accompanied by an adult.)
5. That I further agree to abide by the rules, dates, and times for the facilities, the dates and times for the facilities shall be provided by the Board.
6. That the only persons permitted to use the facilities are members of Greenwyche Club, Inc in good financial standing and that the guest policy is followed, including my guests, are subject to all in this waiver as well.
7. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Name

Signature

Address

Date

Date of Birth

E-mail

Cell Phone