

## Poseidon - Pool Liability Waiver and Release

Participant's Name: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Emergence Phone #: \_\_\_\_\_

Use of: Woodlake Aquatics and Fitness Center Pools (WAFA) Use Period: August 26, 2019 through August 26, 2020 during designated use periods, weather permitting

The above-listed Participant and Parent, both of whom are affiliated with Poseidon, understand and agree that strict observance of the Woodlake Aquatics and Fitness Center Pool rules and guidelines is required at all times while present at the facility located at WAFC 14710 Village Square Place Midlothian, VA 23112.

The above-listed Participant and Parent are aware that the contemplated use of the Woodlake Aquatics and Fitness Center Pools poses potentially serious risks of injuries or death. Both are aware of the intrinsic dangers associated with swimming pools. Both Participant and Parent understand that the contemplated use of the Woodlake Aquatics and Fitness Center Pools may also involve unanticipated risks of injury – whether through acts of nature or otherwise. Both Parent and Participant understand they may be injured or die as a result of their own negligence, the negligence of others, or through no fault, because of the nature of the activity in which they are going to be engaged.

This waiver shall remain valid unless expressly revoked by the Parent or Guardian of the Participant, in writing, with receipt acknowledged by Juli Reddington, Woodlake Swim & Racquet Club General Manager.

With the knowledge of the foregoing, and in consideration for the use of the Woodlake Aquatics and Fitness Center Pools, I (as the Parent or Guardian of the Participant) agree to waive or release any and all rights that the Participant, or I, or my heirs may have to make a claim against the Woodlake Swim & Racquet Club, its respective successors, predecessors, divisions, subsidiaries, present and former officers, agents, attorneys, and employees and all other persons acting on behalf of them, their successors, predecessors, divisions and subsidiaries, including the Woodlake Aquatics and Fitness Center Pools and the Woodlake Community Association (collectively, "Released Parties"), arising from any damages, injury, or death which the Participant or I might sustain or which might occur as a result of the use of the Woodlake Aquatics and Fitness Center Pools. I further agree to indemnify and hold harmless all

of the foregoing from any claims which the Participant or I might make or which might be made on the Participant's behalf by others or which might be made against me by others, arising from the use of the Woodlake Aquatics and Fitness Center Pools. Further, I agree to indemnify the Released Parties for any injury, death, loss or damage to any real or personal property which might occur during the use of the Woodlake Aquatics and Fitness Center Pools, and which is attributable to the Participant.

In sum, both the Parent and the Participant agree that the Released Parties shall not be held responsible for and are hereby released from and liability, claim, loss, including loss of property, damage, personal injury, or expense suffered by them or anyone claiming through them, or related to any activity connected with the Released Parties, including but not limited to, any caused by the negligence or gross negligence of the Released Parties.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. In the event any portion of this Release shall be declared invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Release shall remain in full force and effect.

Signature of the parent or guardian: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Woodlake Swim and Racquet Club Member # (members/residents only) \_\_\_\_\_