

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: The Rockville Center (the “Center”)

I wish to swim at the Center’s pool facilities during the adult, morning fitness pool sessions (“adult swim sessions”). In swimming at the Center’s pool during this time, I recognize and fully understand certain things, including:

- During the adult swim sessions **no lifeguard will be on duty.**
- **My use of the Center’s pool facilities during these adult swim sessions 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 unsupervised divers and swimmers colliding;
 - The risk of other injuries resulting from participating in the adult swim session.
- 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 risks that I am assuming.

In exchange for the Center allowing me to participate in the adult swim sessions, 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 Center, its directors, officers, employees, agents, or representatives (hereinafter referred to as the “**Releasees**”) relating to my participation in the adult swim sessions;
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my participation in the adult swim sessions due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;**
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 participation in the adult swim sessions;
4. That I am over the age of 18 and that I am a member in good standing of the Center;

5. That I further agree to abide by the dates and times for the adult swim sessions, the dates and times for the adult swim sessions to be provided by the Center;
6. That the only persons permitted to attend the adult swim sessions are members of the Center over the age of 18, and that guests are not allowed to participate in the adult swim sessions; and
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.

Signed:

Name:

Date of Birth:

Date: