

## 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.

I wish to swim at the Greater First Colony Area Civic Association (“GFCACA”) Swimming Pool, I recognize and fully understand certain things, including:

- At no time is there a lifeguard on duty. I am responsible for the safe operation of the pool during my use.
- My use of the pool facilities involves certain risks, including but not limited to:
  1. The risk of injury resulting from possible malfunction of the pool equipment;
  2. The risk of injuries and/or death resulting from tripping or falling over obstacles in the pool area;
  3. The risk of injuries and/or death resulting from unsupervised divers and swimmers colliding;
  4. The risk of other injuries and/or death resulting from participating in any action in the pool and associated facilities.

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 GFCACA allowing me to utilize the pool and associated facilities, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. I WAIVE ANY AND ALL CLAIMS that I have or may have in the future against GFCACA, its board, directors, officers, employees, agents, or representatives (hereinafter referred to as the “Releasees”) relating to my use of the pool and pool area;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area.

That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property; 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 fully agree to do so.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Cell phone number \_\_\_\_\_

Emergency Contact name and contact number  
\_\_\_\_\_

### Rules of Conduct

Access code is for the lockbox on the left side of the gate and should not be shared with anyone. Access code available from the chairperson.

Baths should be open for use and left as they were found

The pool vacuum should be left in the pool but if the cord is obstructing you, feel free to gently pull the cord/vacuum aside to clear your lane.

I agree to receive text message from the pool chair regarding pool updates. Bobby Jankovic 757-291-1114

The pool is available for lap swimming in the morning up until about 5 minutes to 8am when lap swimmers should yield to the Flyers Swim Team

The pool is not available for laps swimming on Monday morning.

At your convenience, please report anything unusual.

No children allowed on the deck during lap swimming.