



2019 MOUNTAIN SPRINGS SWIM CLUB, INC.

Home of the "STINGRAYS"

Mountain Springs Swim Club Waiver and Release of ALL Claims and Assumption of Risk (pg 1 of 2)

By signing below, I acknowledge receipt of the "Mountain Springs Swim Club Rules" and agree to ensure that I and all individuals under my Mountain Springs Family, Single, Senior or Couple Memberships and all guests are familiar with, and able to comply with, the Rules and by Utilizing Mountain Springs Swimming Club facilities including all property and its amenities (hereafter referred to as "amenities"), you are expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and your guest(s) might sustain as a result of utilizing the Pool amenities.

I agree to the acknowledgement and receipt and understanding for myself, family, and any guests with the rules of Mountain Springs Swim Club, and agree to abide by them. I understand that the Mountain Springs Swim Club, the board members, the pool management, and life guards retain the rights to suspend or expel members from use of the pool and its amenities for failure to comply with the pool rules and bylaws.

Disclaimer Clause:

The Mountain Springs Swim Club, the board members, the pool management, and life guards are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of the Pool.

Description of Risks:

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming. I voluntarily agree to assume the full risk of any and all injuries, damages, or loss regardless of severity, that I my family or guests may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my family and my guests may have as a result of using the Pool amenities against the Mountain Springs Swim Club, the board members, the pool management, and life guards.

Indemnification and Release of Liability:

In return for the Mountain Springs Swim Club allowing me to voluntarily utilize its Pool amenities I agree:

1) TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool amenities, even though such risks may have been caused by the Association.

2) TO BE SOLEY RESPONSIBLE FOR ANY INJURY; LOSS OR DAMGE which I, my family or my guests may sustain while using Mountain Spring Swim Club amenities, even though such injury, loss or damage may have been caused by the negligence of the Association.



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3) TO INDEMNIFY AND HOLD HARMLESS the Mountain Springs Swim Club, the board members, the pool management, and life guards from any and all claims, demands, actions and costs which might arise out my use of the Pool amenities, even though such claims, demands, actions, and costs may have been caused by the negligence of the Mountain Springs Swim Club.

I understand and agree that this Acknowledgment of Responsibility Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing and all actions or causes of action that I and all individuals under my Mountain Springs family, single, senior or couple memberships and all guests have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, or all individuals under my Mountain Springs family, single, senior or couple memberships and all guests, arising out of the use of the Pool amenities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against Mountain Springs Swim Club Association, the board members, pool management, or life guards.

I understand and agree that this agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent omissions of others.

I understand and agree that by signing this Acknowledgement of Responsibility Agreement, I am assuming full responsibility for any and all risk of death or personal injury on me, my family members or my gusts while utilizing Mountain Springs Swim Club amenities.

I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold Mountain Springs Swim Club harmless from any and all liability or costs, including attorneys' fees associated with or arising from my use of the Mountain Spring Swim Club amenities.

I UNDERSTAND THATH THIS IS A LEGAL AGREEMENT. It is binding upon me as well as my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and my representatives, heirs and next of kin.

Printed Name:

Signature:

Date: