

Appendix N – Lap Swim Release of Liability

In consideration for authorization to use the property and facilities of Mountain Springs Swim Club, Inc., for the purpose of lap swimming only, effective **01-April through 01-October** of _____(year), I agree to the following:

1. I agree to observe and obey all posted rules and warnings.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and/or injury that I may cause to another and further release and discharge Mountain Springs Swim Club, Inc. for any injury, loss or damage arising out of my use of or presence upon the facilities of Mountain Springs Swim Club, Inc., whether caused by the fault of myself or other third parties.
3. I assume all risks in using the pool facility and voluntarily indemnify, release from liability, agree to defend and hold harmless Mountain Springs Swim Club, Inc. and any of its officers, directors, employees, agents, insurance carriers, and representatives for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my use of the pool facility, including but not limited to, claims arising or related to Mountain Springs Swim Club Inc.'s negligence .
4. In the event that I am injured or should die from this activity, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. I understand and acknowledge that Mountain Springs Swim Club, Inc. assumes no responsibility for any medical expenses, injury or damage suffered by me in connection with my use of the facility. This release shall be binding on my estate, my successors, and assigns.
5. I am aware of the potential dangers incidental to the use of the facilities, that this is a release of liability, waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between Mountain Springs Swim Club, Inc. and me, and I sign it of my own free will.
6. I expressly agree that this release is intended to be as broad and inclusive as the State of Alabama will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
7. I understand that there will be no lifeguards present during the period stated hereinabove and that I will be assuming the risk of swimming unattended.
8. I understand that my access is being granted for lap swimming only. I agree that I will not use any portion of the facility that is not directly related to lap swimming (excepting restroom use), including diving boards, water slides, grills, etc. I further understand that the pool is not open to guests during these hours, and that NO minors shall be allowed at any time.
9. I certify that I have no known health risks that would prohibit me from engaging in lap swimming without supervision by a certified lifeguard.
10. I acknowledge that a key is being provided for my personal entrance only and that I am not authorized to allow another person into the pool area during this period. Further, I acknowledge that it is my responsibility to lock the gate upon my entry into the pool and upon my exit and that if I fail to do so, these privileges will be revoked.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THIS RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR THE USE OF THE SWIMMING POOL AND FACILITIES AT MOUNTAIN SPRINGS SWIM CLUB, INC.

Signature of individual participating

Printed Name

Date