

Hamilton Lakes Swim and Tennis Club WAIVER AND RELEASE OF LIABILITY

The undersigned intends to use the pools, tennis courts and surrounding facilities operated by Hamilton Lakes Swim and Tennis Club ("HL"). In consideration of, and as a condition to, being permitted to use the pools, tennis courts and surrounding facilities ("Facilities"), the undersigned agrees and understands as follows:

1. I am familiar with the Facilities and will comply with the posted rules applicable to the Facilities. I will diligently supervise any minors in my care and will make sure that they follow all applicable rules. I understand that the failure to follow the rules could result in serious injury or even death for myself and others.
2. I understand that swimming and other water-related activities are inherently dangerous and involve a certain level of risk. Those risks include, without limitation, drowning, tripping, falling, unsupervised or unmonitored swimmers or divers, and the malfunction, improper installation, maintenance, or insufficient cleaning or sanitizing of pool equipment, fences, furniture, and other items present at the Facilities. I also understand that these risks extend beyond the pool itself and to surrounding areas. These risks pose various consequences, including without limitation, the risk of serious physical or psychological injury and even death. I am fully aware of and appreciate the type and nature of these risks.
3. I fully assume all risks related to the use of the Facilities on behalf of myself and any minors for whom I have signed below.
4. I agree to indemnify, hold harmless, and release HL and its employees, agents, officers, owners, directors, contractors, and staff from and against any claims, demands, causes of action, damages, expenses, or losses of any kind whatsoever, whether tangible or intangible and whether suffered by myself, the minors identified below, or others arising out of or related in any way to the use of, or presence at, the Facilities by myself or the minors identified below. I specifically understand that I am releasing and waiving rights and claims, on behalf of myself and others related to the Facilities in any respect, and it is my express intention to do so.
5. I agree to further indemnify HL (and those persons or entities listed in paragraph 4) from and against any losses, costs, charges, expenses, damages or attorneys' fees incurred by HL (or those persons or entities listed in paragraph 4) with respect to any matter, lawsuit, or action brought related to the use of, or presence of, myself or the minors identified below at the Facilities.
6. If any provision is found to be unenforceable or invalid in any respect then any and all remaining provisions shall remain valid and enforceable and I agree that this document may be modified, in such instance, by any court or tribunal so as to accomplish my desire to fully release and indemnify HL as provided for herein, to the fullest extent allowed by law.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY EXECUTE THIS WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT THIS DOCUMENT RELEASES AND WAIVES RIGHTS.

EVERY PERSON OVER 18 MUST SIGN FOR HIMSELF/HERSELF AND ANY MINORS UNDER SUCH PERSON'S SUPERVISION

Print Name	Signature of Participant/Parent/Guardian/Sitter	Date
Print Name	Signature of Participant/Parent/Guardian/Sitter	Date
Print Name	Signature of Participant/Parent/Guardian/Sitter	Date
Print Name	Signature of Participant/Parent/Guardian/Sitter	Date