

HIDDEN FOREST SWIM LAP CLUB **LIABILITY WAIVER**

By this instrument I, _____ hereby release and hold harmless the Hidden Forest Homeowner's Association, its administrators, agents and assigns and all other persons, firms, corporations and entities involved, who it might be claimed to be liable, none of whom admit any liability from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever and particularly on account of all injuries known and unknown, both to person and property, which have resulted or may in the future develop from any accident that might occur as a result of my participation in the Hidden Forest Lap-Swimming program.

Further, I assume the entire responsibility and my ability for any claim or action based upon or arising out of injuries, including death to persons, including but not limited to me, and also related to damages to or the destruction of property which is sustained by or alleged to have been sustained by me in connection with my use of the swimming facilities of the Hidden Forest Homeowner's Association. I further agree to assume the responsibility and liability for any claim or action based upon or arising out of injuries, even those founded in whole or in part based upon my negligence or negligence on the part of the Hidden Forest Homeowner's Association, it being my intention to globally release all claims, demands and causes of action which I have or which any successor in interest to me may have, such as administrators, agents or assigns, because of the fact that either I am negligent or grossly negligent or that members, employees, representatives, agents, or servants of the Hidden Forest Homeowner's Association are negligent or grossly negligent, it being my express intent to indemnify the Hidden Forest Homeowner's Association against all damages, loss of both personal property and life, arising out of incident where I am partially responsible and where the Hidden Forest Homeowner's Association, its agents, servants or employees are liable or responsible or at fault in the cause of the damages which occur to personal property because of the fact that I have been granted rights to make use of the lap swimming facilities at Hidden Forest Homeowner's Association. I further agree to indemnify and hold harmless the Hidden Forest Homeowner's Association and all their representatives, employees, agents, managers and licensees from any claims, demands or causes of action derivative under me, or based upon negligence, gross negligence, or strict liability and tort, be it my full intent to fully indemnify the Hidden Forest Homeowner's Association against not only my own negligence but against negligence of my participation in and added to by agents, servants and employees of the Hidden Forest Homeowner's Association.

Please initial next to each statement acknowledging you have read them and will abide by the rules:

____ I assume the full risk of injury, death, loss of property and damages to property that may arise as I am granted access to the swimming pool of Hidden Forest Homeowner's Association or the manner and means by which I make use of the Hidden Forest Homeowner's Association swimming facilities.

____ I further understand that use of a "buddy system" may not afford any safety or protection to me or benefit in any way any of my successors in interest and I waive, abandon quitclaim and transfer to the Hidden Forest Homeowner's Association any claim, demand or cause of action that I have or that any claim or derivative under me, has because of the fact that I gain access to the swimming facilities and make use of the swimming facilities to train, or swim laps, or make other use of the pool at the times stated in other provisions of this agreement.

____ I understand that this lap-swimming program is for Hidden Forest residents only.

- ____ I understand that the lap swimming hours are from 6:00 am to 8:00 am daily.
- ____ I understand that no lifeguard will be on duty at the time I will be swimming.
- ____ I understand that I am required to use the "buddy system" (meaning I will be on the pool grounds with no less than 1 other lap swimmer).
- ____ I understand that no lap swimmer will be allowed on the premises unless the office has an executed waiver on file.
- ____ I acknowledge that I am at least 18 years of age.
- ____ I agree to attend lap swimming with only another member of the lap swim group and agree NOT to bring any spectators at any time.
- ____ I agree not to bring children (persons under 18 years of age) at any time.
- ____ I agree that it is my responsibility to keep the enclosure locked and secure at all times that I may be swimming and when I leave the premises. Furthermore, I will not give out keys or combinations to the pool enclosure to anyone at anytime for any reason.
- ____ I understand that the community pool is not maintained in the off-season and the Board of Directors reserves the right to close the pool to lap swimmers at anytime it is deemed appropriate.
- ____ I agree to assume all financial responsibility for medical rescue or other expenses that I may incur as a result in participating in the lap-swimming program.
- ____ I fully understand that it is my responsibility to have an annual physical examination including any suggested lab tests to ensure that I have no disease(s) that might make lap-swimming inappropriate for my condition.
- ____ I acknowledge that failure on my part, whether direct or indirect, to comply with these requirements and acknowledgments, shall result in the revocation of my right to use the pool for private lap swimming purposes.

This waiver, release and assumption of liability shall be binding upon me, my heirs, executors, and administrators.

Name (print): _____

Street Address: _____

Signature: _____