



Village Tennis, Riding, and Swim Club, Inc.

Swimming Activity Release and Liability Waiver

Please review the following provisions and sign at the bottom if everything is acceptable. We encourage you to have your own attorney, or if needed, an interpreter, review this Agreement on your behalf.

In exchange for the use, today and on all future dates, of the property, facility and services of The Club, the swimmer ("**Swimmer**"), for him or herself, his or her heirs, assigns, and legal representatives agrees to the following:

1. It is the responsibility of the Swimmer to carry full and complete insurance coverage on him/herself. That includes, by way of example, health, casualty, property and liability insurance.
2. Swimmer agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM: (a) SWIMMER'S USE OF, OR PRESENCE UPON, THE CLUB'S PROPERTY AND FACILITY; (b) SWIMMER'S USE OF THE VILLAGE CLUB POOL, including, but not limited to, the risk of death, bodily injury, property damage, fire or explosions, the unavailability of emergency medical care, trained lifeguard staff, or the negligence, recklessness, or deliberate act of another person, including, without limitation employees, agents, or independent contractors, and other members or guests associated with The Club.
3. Swimmer understands that it is his/her responsibility to determine whether he/she is adequately trained and physically prepared for swimming, and that he/she will make that determination independent of any advice or recommendation of employees of The Club, including trainers. Swimmer understands that it is his/her responsibility and not that of The Club to determine whether Swimmer is prepared to participate in swimming activities. Swimmer agrees to accurately represent his or her swimming ability level.
4. Swimmer agrees to release from liability, waive all claims, indemnify, defend and hold harmless The Club and all its officers, directors, board members, managers, employees, representatives, agents and assigns ("**The Club Parties**"). Swimmer AGREES NOT TO SUE The Club Parties on account of or in connection with any claims, causes of action, injuries, damages, consequential damages, costs or expenses arising of Swimmer's use or presence upon The Club's property and facilities, including without limitation, those based on death, bodily injury, or property damage.
5. Swimmer agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not be extended to claims, material or otherwise, which the person giving the release does not know or expect at the time of executing the release. If any portion of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect on the remaining provisions which shall be considered legally binding.
6. Swimmer agrees to exercise due care while on the property and to abide by all of The Club's Rules and Regulations for Swimming and pool Activities, certain provisions of which are attached, as well as The Club's

general Rules and Regulations and By-Laws, as they may be amended from time to time. Failure to comply with the rules can result in suspension of Equine Activity privileges.

7. Swimmer agrees to immediately inform The Club in writing of any incident or accident that occurs on The Club property.
8. This Agreement is non-assignable and non-transferable and enforceable under the laws of the State of Colorado.
9. If Swimmer is a minor, this Agreement must be signed by his or her parent or legal guardian. Nevertheless, by permitting a minor to participate in Swimming Activities, each person will be agreeing to the terms of this Agreement for that minor.

By signing below, you represent that you are eighteen (18) years of age or older, that you have read this Agreement, understand it, and have voluntarily signed it on behalf of yourself and any minors under your supervision and control, and that you understand The Club is relying on your consent and waiver in consideration for permitting you to participate in the Equine Activities. In the event of litigation concerning the releases, waivers, agreements and indemnities in this Agreement, the prevailing party shall be awarded its/his/her reasonable legal fees and costs of suit.

WARNING

SWIMMING WITHOUT A LIFEGUARD ON DUTY IS AT YOUR OWN RISK.

Dated this _____ day of _____, 201_____

Swimmer's Signature or signature of Parent or Legal Guardian if Swimmer is under the age of 18

Print Name: _____

Address: _____

Phone: _____

Emergency Contact: Please provide name and phone number: _____