



Murraywood Swim & Racquet Club

WAIVER AND RELEASE FROM LIABILITY FOR USE OF POOL

Please enter adult family name(s) on the line in the first paragraph.
List all dependant children and any other family members included in the Summer Pool Pass
on the spaces provided at the bottom of the page.

We, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Murraywood Swim & Racquet Club and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that we, our children or our guests, ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Murraywood Swim & Racquet Club provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

We understand that the activities that we will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of ourselves, our heirs, assigns and next of kin, we waive all claims for damages, injuries and death sustained to us or our property that we may have against the aforementioned released party to such activity.

By this Waiver, we assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Murraywood Swim & Racquet Club including but not limited to receiving swimming lessons at the facility, using the facility, pool, and its equipment in any manner, form or fashion, and practicing and/or engaging in swimming/diving or any water activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Murraywood Swim & Racquet Club, whether by agreement, by operation of law, or otherwise.

We have read, understand and fully agree to the terms of this WAIVER AND RELEASE. We understand and confirm that by signing this WAIVER AND RELEASE we have given up considerable future legal rights. We have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. Our signatures are proof of our intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. We are 18 years of age or older and mentally competent to enter into this waiver.

Date

Date

Dependant Children/Others:

Printed Name

Printed Name

Signature

Signature

