

Pool Liability Waiver and Release Form

Fieldale Pools

1. Acknowledgement of Risks:

I, the undersigned, acknowledge that I have been informed of the inherent risks and dangers of swimming and participating in activities around a swimming pool, including but not limited to drowning, slipping, swimming while under the influence of drugs and/or alcohol, injuries from diving into a pool, and/or injury resulting from the condition of the pool.

There may be no lifeguard on duty, and I acknowledge and agree that there are inherent risks with swimming in a pool that does not have a lifeguard on duty.

I understand that my use of the pool facilities involves certain risks, including but not limited to, the risk of injury resulting from the possible malfunction of the pool equipment, tripping or falling over obstacles in the pool area, unsupervised divers and swimmers colliding, swimming alone, and from participating in any activities in the pool.

2. Assumption of Risk:

I voluntarily assume all risks associated with using the pool and related amenities, including but not limited to injury, damage, or death caused by my own actions or the actions of others.

3. Release of Liability:

In consideration for being allowed to use the pool I voluntarily agree to waive any and all claims that I have or may have in the future against the pool owners, its director(s), operator(s), officer(s), employee(s), agent(s) and representative(s), relating to my use of the pool and pool area and to hold them harmless from any and all claims, demands, or causes of action related to any injuries, damages, losses, or other costs that I may suffer or that my next of kin may suffer in connection with my use of the pool and surrounding areas.

4. Indemnification:

I agree to indemnify the pool owner, its director(s), operator(s), officer(s), employee(s), agent(s) and representative(s) from any and all liability to property or personal injury to any third party resulting from the use of the pool or pool area.

5. Health Condition:

I certify that I am physically fit to use the pool, and I do not suffer from any condition that would affect my ability to swim or participate in pool activities safely.

6. Consent for Emergency Treatment:

In case of an emergency, I consent to any necessary medical treatment and emergency services for myself or my dependents, as the situation demands.

7. Rules: I am over the age of 18 and will adhere to all the rules governing the use of the pool attached hereto (the "Rules"), and have reviewed the Rules prior to signing this Liability Waiver and Release Form. If under 18, a parent/guardian must sign on the minor's behalf before using the pool that the minor has been informed of and will comply with the Rules. Any guests using the pool must also have a waiver and comply with the Rules.

8. Governing Law:

This Waiver and Release form shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and shall be effective and binding upon me and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

9. Voluntary Agreement:

I acknowledge that I have read this Waiver and Release, fully understand it, and voluntarily sign it without any inducement or pressure. I am aware that by signing this Waiver and Release, I am voluntarily waiving certain legal rights that I may have against the owners and to assume all risks associated with using the pool, and I agree to do so.

Child's Name _____

Responsible Adult _____

Signature: _____

Date: _____