

SWIMMING POOL AND WHIRLPOOL WAIVER OF LIABILITY

This Agreement waives any and all liability of _____ (hereinafter the "Company"), for any use of the swimming pool and/or whirlpool on the property.

A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian of children under 18 years old.

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the Parent / Guardian signing below, wish for myself and my child(ren) (if applicable) to utilize the services, facilities, and swimming pool/whirlpool offered by the Company.
2. I hereby agree that the use of the services, facilities, and swimming pool/whirlpool is voluntary and at my own risk.
3. As a condition of my/our use of such services, facilities, and swimming pool/whirlpool, I, on behalf of myself, my heirs and assigns and my child(ren) (if applicable), expressly agree to forever discharge, waive and release the Company, its owners, management, insurers, and employees from any and all claims, demands, injuries, damages, actions, or courses of action, for all acts of active or passive negligence on the part of the Company on account of physical injury, mental anguish, death and/or property damage arising from any mishap, accident, loss, damage or injury suffered by my child(ren) or myself or others resulting from, connected with or caused by my/our use of the Company's services, facilities, and swimming pool/whirlpool, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, facilities, and swimming pool/whirlpool.
4. I agree and, by signing this Agreement, confirm that I am aware that using the swimming pool/whirlpool and other facilities is done so at my/our own risk. I understand that there is no lifeguard on duty at the swimming pool/whirlpool.