



**USE OF SWIMMING POOL AND SURROUNDING FACILITIES AT NETTLES ISLAND, INC.  
WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY AS BY SIGNING THIS AGREEMENT YOU, AND YOU ON BEHALF OF MINOR CHILDREN, CHOOSE AND AGREE TO WAIVE CERTAIN LEGAL RIGHTS YOU MAY HAVE, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO SUE.

I, \_\_\_\_\_, **ON BEHALF OF MYSELF AND ANY MINOR CHILDREN, STATE THAT I WISH TO USE THE SWIMMING POOL AND SURROUNDING FACILITIES AT NETTLES ISLAND, INC.**

By swimming in the swimming pool at Nettles Island, Inc. I recognize, fully understand and agree to assume all risks to myself and my minor children, including but not limited to:

Whether or not there is a lifeguard on duty, I am responsible for the safe operation and use of the pool by myself and my minor children;

I acknowledge that the use of the pool and surrounding facilities involves certain risks, including but not limited to:

1. The risk of injury resulting from possible malfunction of the pool equipment;
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area;
3. The risk of injuries resulting from unsupervised divers and swimmers colliding;
4. The risk of other injuries, including death, resulting from participating in any action in the pool.

I recognize and fully understand that the above list is only examples of types of risks that I am assuming and is not a complete or exhaustive list of all possible risks that I am assuming.

In exchange for Nettles Island, Inc. allowing me and my children to utilize the pool and surrounding area, I hereby agree to give up the legal rights, as stated below:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against Nettles Island, Inc., its directors, officers, employees, agents, owners, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, death, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, including negligence on the part of the releasees;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to property, or personal injury or death to, myself or my children or any third party, resulting from the use of the pool or pool area

I state that I am over the age of 18 and am the parent, grandparent or legal guardian of the minor children using the pool and surrounding areas and that I am responsible and will adhere to all the rules of the pool and surrounding area;

I acknowledge that this Waiver, Release, Assumption of Risk and Agreement is fully effective upon signing 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.

I have read and understand, and voluntarily agree to this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully and voluntarily agree to do so.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Children Participating: List name and (age) for each.**

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