



2019 Liability Form

Waiver and release of liability form Release of liability, waive of claims Assumption of risk and Indemnity agreement

By signing this document you will waive certain legal rights, including right to sue.

Assumption of Risk:

I, the undersigned, wish to utilize the pool at The Cape Club, managed by The Cape Club, I recognize and understand that using the *Swimming Pool* involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from the tripping or falling over obstacles in the pool area. _____(Initials).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of utilizing and participating in any of the programs and services offered by The Cape Club, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The Cape Club their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as "the Releases";
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my utilization and participation of The Cape Club Swimming Pool due 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 from any damage to property of, or personal injury to, any third party, resulting from my participation and the utilization of The Cape Club Swimming Pool.
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Pool Hours

- Sunday- Saturday 10:00am to 5:30 pm
- Pre-Season Hours/ Weather Permitting Hours will be posted

Rules

1. No lifeguard on duty
2. Guests under the age of 16 must be accompanied by an adult
3. No running
4. No diving
5. No glass
6. Swim diapers required

7. No Outside food and beverage (Except Baby/Toddler Food)
8. No floats (noodles and arm bands allowed, however small rings for children need approval)
*** If these rules are not followed guests may be asked to leave & pool privileges may be lost***

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT. I AM WAIVING CERTAIN LEGAL RIGHT'S WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(Please print name of each occupant clearly and include date of birth)

(Address of parent/guardian if participant is under 18)

X _____
(Responsible party's signature)

Date signed: _____ Phone #: _____

Please Read Carefully!

By signing you are responsible for any person(s) underage accompanying you while using facility

