

## Silver Cliff Ranch Swimming Pool

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

IN CONSIDERATION OF being permitted to use the swimming pool and facilities, the undersigned acknowledges and agrees to the following:

1. Participant will abide by all policies and procedures regarding swimming pool activities;
2. Risks and dangers exist during swimming activities. These risks include physical injuries, psychological injuries and even the possibility of loss of life;
3. LIFEGUARD IS ON DUTY. Each person is responsible for his/her actions and agrees to listen to Lifeguard and comply with all commands and agrees to abide by all posted rules, policies and procedures in order to maintain the utmost level of safety;
4. I hereby assume all of the risks of participating in the swimming pool activities and will hold the owner/operator and its employees, agents, officers, trustees and affiliates harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of any possible nature in respect of injury, death loss or damage to myself, child, or property however caused as a result of or in any way relating to my activities in the swimming pool and 'around the pool area;
5. I further agree to indemnify and hold harmless the owner/operator, its employees, agents, officers, trustees and affiliates from and against any and all liability incurred as a result of or in any manner related to my participation in swimming pool activities;
6. If, despite the signing of this waiver, a lawsuit is brought against the owner/operator, its employees, agents, officers, trustees or affiliates in relation to participation in the swimming pool activities, I agree to pay for any and all court costs and attorneys fees incurred as a result of such litigation;
7. I also declare that I am not under the influence of any chemical substance including alcohol at the time of the signing of this release or at the time of participation in pool activities;
8. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and effect;
9. I fully understand that swimming pool activities involve a certain level of risk of injury. My participation in these activities and my signing of this waiver are completely voluntary.

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Signature of Participant or Parent/Guardian of Child 17 years or younger

Name of Child(ren): \_\_\_\_\_

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