

CHADWYCK WINDSOR POOL

P.O. Box 334

Pfafftown, NC 27040

2018 POOL USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY

The undersigned intends to use the swimming pool and surrounding facilities owned by Chadwyck Windsor Pool ("CWP"). In consideration of, and as a condition to, being permitted to use the pool and surrounding facilities, the undersigned acknowledges and agrees as follows:

The undersigned is familiar with the pool and surrounding facilities and will comply with the pool rules, as the same may be amended or modified from time to time. The undersigned acknowledges receipt of the pool rules that are in effect as of the date this waiver is signed. Repeated failure to comply with the pool rules shall be considered sufficient cause for suspension of membership privileges without a refund.

THE UNDERSIGNED ACKNOWLEDGES THAT THE SWIMMING POOL AND SURROUNDING FACILITIES ARE INHERENTLY DANGEROUS AND THAT THE USE THEREOF CAN RESULT IN SERIOUS INJURY OR DEATH.

The undersigned, as a participant and/or as a parent or guardian of a minor participant, assumes all risk related to the use of the pool and surrounding facilities. The undersigned agrees to supervise the use of the pool and surrounding facilities by his/her minor children and guests and to take full responsibility for their supervision.

The undersigned on behalf of himself/herself, and his/her family, minor children, and guests, and their respective heirs, legal representatives, and successors, does hereby waive, release and discharge CWP and its employees, agents, officers and directors, from any and all claims, demands or causes of action for damages, personal injury, death or loss of property which may be suffered as a result of or in any way related to the use of the pool and surrounding facilities, including, without limitation, any claims with respect to any alleged defects in the pool or surrounding facilities, and any claims with respect to the reckless or negligent conduct of other users of the pool and surrounding facilities.

This Agreement may be pleaded as a complete defense to any action or other proceeding that may be brought by the undersigned or his/her family, minor children, and guests, whether or not any liability may otherwise arise out of the negligence, carelessness or omission on the part of CWP and its employees, agents, officers and directors.

The undersigned further agrees to indemnify and defend CWP against any expenses, attorneys' fees or damages of any kind or nature which CWP may incur as a result of any injury or death to person or damage to property which may arise out of the use of the pool or its surrounding facilities by the undersigned or his/her family, minor children, and guests.

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

I HAVE CAREFULLY READ THIS POOL USE AGREEMENT, POOL RULES, WAIVER AND RELEASE OF LIABILITY, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND UNDERSTAND THAT I AM KNOWINGLY WAIVING AND GIVING UP ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST CWP, WHETHER ARISING OUT OF CWP'S NEGLIGENCE OR NOT.

Membership requirement: Please have each Participant/Parent/Guardian in household the age of 18 or older sign below:

Print Name Signature of Participant/Parent/Guardian Date

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