

2016 LIABILITY WAIVER AND RELEASE

IN CONSIDERATION of being permitted to use the Alanton-Baycliff Pool between the hours of 06:30 a.m. and 07:50 a.m. for lap swimming, the undersigned, _____ (NAME) for himself (herself), his (her) personal representatives, heirs, and next of kin:

- 1. Acknowledges that there is NO LIFEGUARD on duty before June 16 and only 1 lifeguard on duty thereafter.
- 2. Acknowledges that the pool has not been inspected since its last closing.
- 3. Acknowledges that he or she is aware that swimming is an inherently dangerous activity and agrees to assume all risks known or unknown.
- 4. Agrees not to swim unless at least two other adult pool members OR a lifeguard are present.
- 5. Agrees not to swim unless he or she has been cleared by a physician for such activity.
- 6. Agrees not to swim under the influence of any alcohol or drug.

7. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Alanton Baycliff Recreation Center, Inc., ABRC Land Holdings, LLC, or any of its employees, managers, members, board of directors, agents, insurers, or officers (“Releasees”) from any and all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claims or demands for injury to the person or property, or death or disability, arising out of the undersigned’s use of the property, whether caused by the negligence of the Releasees or otherwise.

6. AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of the undersigned’s use of the facilities whether caused by the negligence of the Releasees or otherwise.

7. ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of use of the pool whether caused by negligence of the Releasees or otherwise.

8. Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by Virginia law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING REGARDING THIS RELEASE AND EITHER HAVE DONE SO OR CHOSEN OF MY OWN VOLITION NOT TO DO SO.

DATE: _____, 2016

SIGNATURE: _____

DATE: _____, 2016

WITNESS: _____