

**FORRESTER WOODS RECREATION CENTER RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and
INDEMNITY/HOLD HARMLESS AGREEMENT for use of SWIMMING POOL for EARLY HOURS LAP SWIMMING**

1. Defined terms under the Agreement:
 - a. **“Association”** – Forrester Woods Recreation Center
 - b. **“Released Parties”** – shall mean the Association and the Association’s officers, directors, committee chairpersons, committee members, agents, contractors, successors or assigns.
 - c. **“Swimming Pool”** – shall mean the Association’s swimming pool located at 424 Piney Grove Road, Greenville, SC 29607
 - d. **“User”** – shall mean the signatory to this document
2. The undersigned User does hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the “Agreement”) for himself/herself and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that the use of the Swimming Pool by User, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. **USER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING CERTAIN TIMES THAT USER WILL BE ALLOWED ACCESS TO THE SWIMMING POOL UNDER THIS AGREEMENT AND AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. User understands and agrees that this Agreement is only active during the **2024** swimming season and will terminate when the pool closes in **2024**. A new Agreement will be required for subsequent years.
4. User acknowledges that he/she is at least 18 (eighteen) years old on the date the Agreement is signed.
5. User agrees to the **User Restrictions Addendum** found at the end of this document.
6. User understands and agrees that this Agreement only permits User to swim laps in the shallow end of the pool. Early access is not intended for recreational swimming, sunbathing, or lounging. **The deep end and diving boards are off limits during early lap swimming times.**
7. User agrees not to open the gate for anyone except him/herself. User must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from violation of this by the User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
8. User agrees to clean up any trash or other items left by User in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 18% per annum will be added to any damages not reimbursed to the Association within then (10) days of the date of the invoice from the Association.
9. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User, for himself/herself, release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to User’s use of the Swimming Pool.
10. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:
 - a. **USER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY,**

DISEASE, SICKNESS OR DEATH TO USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL. USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMINITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

11. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgement or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
12. User consents and agrees to receive any medical treatment deemed advisable for himself/herself in the event of injury, accident, or illness while on the premises.
13. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

Initials:

_____ I acknowledge that DURING TIMES WHEN THERE IS NO LIFEGUARD ON DUTY THIS IS A SWIM AT YOUR OWN RISK FACILITY.

_____ I acknowledge that I have read the Pool Rules and Guidelines, agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Forrester Woods Recreation Center, or the employees, representatives or agents of Forrester Woods Recreation Center.

_____ I agree and acknowledge that that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. Further, I agree and acknowledge my right to have my own legal counsel review this Agreement before signing.

_____ I acknowledge that I have read and agree to the User Restrictions Addendum (below).

_____ I agree that my access to Forrester Woods Recreation Center facilities may be revoked if I do not follow all terms and provisions outlined in the Agreement.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE AGREEMENT. I CONSENT TO MEDICAL TREATMENT, 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.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Printed Name

Key Fob #

Address

Phone Number

User Restrictions Addendum

The original intent of this program is to allow adults (18 years old or older) to swim laps for exercise purposes during early hours. However, we have come to realize there are two areas where this program can be improved.

Safety Spectator

With safety in mind, you are allowed to bring a "spectator" that is 16 years old or older to observe you while you swim. This spectator does not have to sign a waiver, but is not allowed to swim and must leave the pool area promptly when you are finished swimming.

- User understands and agrees that he/she may not bring children under 16 years old (except where allowed under the Supervised Minor provision described below), or guests and other adult family members that have not also agreed to and signed their own waiver. **However, user may bring a safety "spectator" if desired. This spectator must be 16 years old or older and may not swim. It is expected that once user is finished swimming laps that both user and spectator leave the pool area promptly.**

Supervised Minor

We understand the value of exercise and appreciate that there are children in this neighborhood who have expressed the desire to be able to swim laps during the morning hours. Thus, we are allowing children 12 (twelve) years old or older to participate in the program as long as they are supervised by the Signee of this document. All of the previously stated rules apply to any children participating in the program.

- User understands and agrees that he/she may bring **their own** children for supervised lap swimming.
- User understands that the **children must be 12 (twelve) years old or older.**
- User understands that he/she may not leave the pool area while their children are swimming. User may also swim laps with their children.
- User understands this time is strictly for swimming laps – for them and their supervised children.
- User may not bring any other children that are not swimming laps.

If either of these program changes are abused, the program changes may be removed and User's privileges may be revoked.

Please send signed waiver to Chris Davis either electronically (cdavis226@gmail.com) or by mail (311 Cherry Hill Rd). Your key fob will be updated only after your signed waiver is received.