



Release of Liability and Waiver of Claims

Thank you for visiting or planning to visit Parkcrest Swim & Tennis Club! We strive to ensure your experience is safe, fun, and memorable. Upon arrival at the pool please ensure that you identify the member you are a guest of, or for parties the individual(s) responsible for your function to the lifeguards or pool staff. The member or responsible individual is required to ensure all guests of the pool understand and abide by the pool rules. Please address any issues or concerns you have to the pool staff. Each guest of Parkcrest must complete and sign this Assumption of Risk, Waiver of Claims, Release of Liability, and Indemnity Agreement before entering the Parkcrest Facility grounds. Parents must sign a release for each minor child visiting Parkcrest. By acknowledging your agreement with the statement below you will waive certain legal rights, including the right to sue.

Assumption of Risk: I, the undersigned, and my minor child wish to utilize the Parkcrest Swim & Tennis Club facility; I recognize and understand that my, or my child's, use of the facility involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of equipment and/or injuries resulting from tripping or falling over obstacles in the facility.

Release of Liability, Waiver of Claims and Indemnity Agreement: In consideration of my, or my minor child's use of the Parkcrest Swim & Tennis Club I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Parkcrest Swim & Tennis Club, Inc., their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as "the Releasees");
- 2. TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I or my minor child may suffer or that our next of kin may suffer as a result of my or my minor child's use of the Parkcrest Swim & Tennis Club facility due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
- 3.** That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

If signing for your minor child or minor children please list your child's name and age:

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING BELOW, I AM ACCEPTING THIS AGREEMENT AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Waiver of Opportunity to Bargain: I have considered that if this waiver were not as broad as it is, the cost for my use of the facility would be considerably higher and as I do not wish to pay a considerably higher cost, I waive the right to bargain for different waiver and/or release terms.

Minor Children: _____

First Name	Last Name	Age	First Name	Last Name	Age
_____	_____	_____	_____	_____	_____
First Name	Last Name	Age	First Name	Last Name	Age
_____	_____	_____	_____	_____	_____

Parent/Guardian: _____

Print Name	Signature	Date
_____	_____	_____

Emergency Contact: _____

Print Name	Phone Number
_____	_____

Responsible Member: _____

Print Name