

HIDDEN FOREST SWIM LAP CLUB
LIABILITY WAIVER

By this instrument I, _____ hereby release and hold harmless the Hidden Forest Homeowner's Association, its administrators, agents and assigns and all other persons, firms, corporations and entities involved, who it might be claimed to be liable, none of whom admit any liability from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever and particularly on account of all injuries known and unknown, both to person and property, which have resulted or may in the future develop from any accident that might occur as a result of my participation in the Hidden Forest Lap-Swimming program.

Please initial next to each statement acknowledging you have read them and will abide by the rules:

____ I understand that this lap-swimming program is for Hidden Forest residents only.

____ I understand that the lap swimming hours are from 6:00 am to 8:00 am daily.

____ I understand that no lifeguard will be on duty at the time I will be swimming.

____ I understand that I must sign in and out for record keeping purposes.

____ I understand that I am required to use the "buddy system" (meaning I will be on the pool grounds with no less than 1 other lap swimmer).

____ I understand that no lap swimmer will be allowed on the premises unless the office has an executed waiver on file.

____ I acknowledge that I am at least 18 years of age.

____ I agree to attend lap swimming with only another member of the lap swim group and agree NOT to bring any spectators at any time.

____ I agree not to bring children (persons under 18 years of age) at any time.

____ I agree that it is my responsibility to keep the enclosure locked and secure at all times that I may be swimming and when I leave the premises. Furthermore, I will not give out keys or combinations to the pool enclosure to anyone at anytime for any reason.

____ I understand that the community pool is not maintained in the off-season and the Board of Directors reserves the right to close the pool to lap swimmers at anytime it is deemed appropriate.

_____ I agree to assume all financial responsibility for medical rescue or other expenses that I may incur as a result in participating in the lap-swimming program.

_____ I fully understand that it is my responsibility to have an annual physical examination including any suggested lab tests to ensure that I have no disease(s) that might make lap-swimming inappropriate for my condition.

_____ I acknowledge that failure on my part, whether direct or indirect, to comply with these requirements and acknowledgments, shall result in the revocation of my right to use the pool for private lap swimming purposes.

This waiver, release and assumption of liability shall be binding upon me, my heirs, executors, and administrators.

Date: _____

Name (print): _____

Street Address: _____

City, State, Zip: _____

Witness: _____

Signature: _____

Key # _____