

WAIVER AND RELEASE

AS ADDITIONAL CONSIDERATION for being permitted to utilize the swimming pool and surrounding facility at Green Valley Swimming Pool and Sports Club (the "Facility") owned by Green Valley Swimming Pool and Sports Club, Inc. ("Club"), the undersigned (hereinafter referred to collectively as "Guest"), intending to be legally bound hereby, agree as follows:

1. Prior to using the Facility, Guest will carefully review the rules and regulations (Rules) applicable to Member's use of the Facility, and will inspect and familiarize himself/herself with the layout of the Facility, and specifically the swimming pool, its depth and means of ingress and egress. Determination of any violation, and enforcement, of the Rules (including: appropriateness of attire; offensive or boisterous behavior or language; intoxication or undue influence; inappropriate physical contact; or unsafe or disruptive behavior) will be made in the sole judgment and discretion of Club management. The Rules may change from time to time at the sole discretion of Club management. A copy of the current rules will be available to Guest upon request.

2. The undersigned Guest specifically acknowledges that Guest shall be solely responsible for the supervision, safety, and care of Guest and his/her children while Guest and his/her children utilize the Facility. **Guest recognizes that the presence of lifeguards at the Facility does not in any way relieve Guest of his/her responsibilities in this regard.**

3. Guest acknowledges that swimming, water play, and other recreational activities in close proximity to a swimming pool are inherently dangerous activities that involve the risk of serious injury, including permanent disability and death, and severe social and economic losses may result from the Guest's or his or her children's action or inaction, the action, inaction, or negligence of others, the failure to observe the rules for use of the Facility, or the condition of the Facility or of any of the equipment at the Facility. Further, there may be other risks not known to Guest or not reasonably foreseeable at this time. Guest assumes all of the foregoing risks and accepts personal responsibility for any and all damages resulting from such an injury, permanent disability, or death.

4. Guest acknowledges and assumes, among other risks, the risk of potential illness and injury caused by bacteria, viruses and other germs found in recreational water (Recreational Water Illness or RWI). Guest's own action or inaction or the action, inaction or negligence of others with regard to hygiene and other matters can contaminate the water resulting in RWI. Although chlorine aids in eliminating germs that can cause RWI, some germs can survive in water for an extended period of time, regardless of the use of chlorine or other preventative device(s) and despite proper maintenance of the Facility.

5. Guest releases, waives, discharges, holds harmless, and covenants not to sue, and hereby agrees to indemnify and defend, Green Valley Swimming Pool & Sports Club, Inc., its owners, officers, employees, representatives, successors and assigns ("Club"), from and against any and all claims, demands, judgments, losses, damages, and liabilities to Guest, his or her heirs, next of kin, successors, and assigns, on account of injury, disability or death, caused or alleged to be caused in whole or in part by the Club, the use of the Facility by Guest or his/her children, or otherwise.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

MEMBER:

MEMBER:

 Adult Member/Parent Signature

 Adult Member/Parent Signature

 Member/Parent Name Printed

 Member/Parent Name Printed

 Date

 Date

Please Complete Both Sides

Please Complete Both Sides

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

ADULT MEMBER:

Member Signature

Member Name Printed

Date

ADULT MEMBER:

Member Signature

Member Name Printed

Date

MEMBERS UNDER THE AGE OF 18 MUST SIGN IN CONJUNCTION WITH THEIR PARENT OR GUARDIAN.

MEMBER:

Minor Member #1 Signature

Minor Member #1 Name Printed

Signature of Parent or Guardian for
Minor Member #1 (Same parent that signed the
front of the form)

MEMBER:

Minor Member #2 Signature

Minor Member #2 Name Printed

Signature of Parent or Guardian for
Minor Member #2 (Same parent that signed the
front of the form)

MEMBER:

Minor Member #3 Signature

Minor Member #3 Name Printed

Signature of Parent or Guardian for
Minor Member #3 (Same parent that signed the
front of the form)

MEMBER:

Minor Member #4 Signature

Minor Member #4 Name Printed

Signature of Parent or Guardian for
Minor Member #4 (Same parent that signed the
front of the form)

Please Complete Both Sides