

**SAYBROOK BATH AND RACQUET CLUB  
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that utilizing the Saybrook Bath and Racquet Club (hereafter referred to as SBRC) swimming pool and its amenities (hereafter referred to as the "Pool amenities"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of utilizing the Pool amenities.

I agree to familiarize myself with the rules of SBRC, and agree to abide by them. I understand that the SBRC board members, the pool management, and life guards retain the rights to suspend or expel members from use of the pool and its amenities for failure to comply with the pool rules and bylaws.

**DISCLAIMER CLAUSE**

The SBRC, the SBRC board members, the pool management, and life guards are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of the SBRC.

**DESCRIPTION OF RISKS**

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming.

I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my or my family may have as a result of using the Pool amenities against the SBRC, the SBRC board members, the pool management, and life guards.

**ACKNOWLEDGMENT OF "SWIM AT YOUR OWN RISK"**

During certain times, the swimming pool will be posted "swim at your own risk". This means that there will be no lifeguard on duty. As a member or a guest of SBRC, I understand and accept that no lifeguard will be available during these posted times of pool operation

1. No pool member or guest under the age of 18 may swim at times posted "swim at your own risk" unless accompanied and supervised by a parent, legal guardian or adult authorized by such parent or legal guardian.

**INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for the SBRC allowing me to voluntarily utilize its Pool amenities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool amenities, even though such risks may have been caused by the Association;
  2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, or my guests may sustain while using the Pool amenities, even though such injury, loss or damage may have been caused by the negligence of the Association;
  3. TO INDEMNIFY AND HOLD HARMLESS the SBRC, SBRC board members, the pool management, and life guards from any and all claims, demands, actions and costs which might arise out of my use of the Pool amenities, even though such claims, demands, actions, and costs may have been caused by the negligence of the Club.
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I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool amenities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the SBRC, the SBRC board members, pool management, or life guards.

I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury on me while utilizing the Pool amenities.

I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold SBRC harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool amenities.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

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*Signature (must be over 18 years of age)*

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*Printed name*

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*Signature (must be over 18 years of age)*

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*Printed name*

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*Address*

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*Date*