

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION  
OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ IT CAREFULLY!**

I understand that the City of Southside Place ("City") has determined that use of the swimming pool facilities at times when no lifeguard is present (such activity hereinafter referred to as "After Hours Swimming") may be dangerous, and that the City recommends against After Hours Swimming. In consideration of being allowed to participate in After Hours Swimming, I acknowledge and agree that:

**1. REPRESENTATIONS**

I acknowledge that my participation in After Hours Swimming may be a test of my physical abilities. I represent that I am in sound medical condition, capable of participating in After Hours Swimming without risk to myself or others, and that **I have no physical or medical impediment that would endanger me or others during After Hours Swimming.**

**2. ASSUMPTIONS OF RISKS**

I further acknowledge that the risk of injury from the activities involved in After Hours Swimming, is significant and includes, but is not limited to, the following: drowning, near-drowning, falling, concussion, fractures, heat stroke, other heat and cold injuries, over- use syndrome, injuries involving acts of God, and the potential for permanent paralysis and death. These activities include, but are not limited to, swimming, walking in water, heavy lifting, climbing into and out of the pool. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

**I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, DUE TO ANY CAUSE WHATSOEVER, NEGLIGENCE, BREACH OF CONTRACT, OR ANY BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES ("RELEASEES") OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN AFTER HOURS SWIMMING.**

**3. RELEASE OF LIABILITY, WAIVER OF CLAIMS**

For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby release and hold harmless the Releasees, with respect to any and all injury, disability, death, or loss or damage to person or property, or any resulting costs, resulting directly or indirectly from my participation in After Hours Swimming **INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby waive any and all claims that I have or may have in the future as a result of my participation in After Hours Swimming against the Releasees.

**4. INDEMNITY AGREEMENT**

I agree to indemnify and to hold harmless the Releasees against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due directly or indirectly to my participation in After Hours Swimming.

**5. AGREEMENT NOT TO SUE**

For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby agree that neither I nor my heirs, assigns, personal representatives, legal or otherwise, and next of kin will sue, claim against, attach the property of, or prosecute any of the Releasees for any injury to me or my property, or my death in association with After Hours Swimming.

**6. MISCELLANEOUS.**

I agree to comply with the following rules, as well as those posted at the pool and the instructions of City Staff. If, however, I observe any unusual significant hazard during my presence or participation in After Hours Swimming, I will remove myself from participation and bring such to the attention of the any other participants:

1. DO NOT ALLOW OTHERS TO USE YOUR ACCESS CARD.
2. ALWAYS swim with a buddy. YOU AND YOUR BUDDY MUST BE RESIDENTS OF THE CITY.
3. ALWAYS SHUT GATE behind you when you ENTER and when you LEAVE.
4. Only use the pool area for lap swimming. No Sunbathing is permitted when the pool is not open. No diving off the diving board or side of pool.
5. NO ONE UNDER THE AGE OF 18 IS TO BE INSIDE THE POOL AREA WHEN THE POOL IS CLOSED.
6. The pool may occasionally be closed for chemical treatment and cleaning. Most of these times will be pre-determined and a schedule will be provided to lap swimmers. However, there may be times that advanced notice of closure is not possible. If this happens, the entry gate will be chained shut and a written notice will be posted.

THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES IN THE EVENT OF MY DEATH OR INCAPACITY.

IN ENTERING INTO THIS AGREEMENT, I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I HAVE CAREFULLY READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS. I AM AWARE THIS DOCUMENT IS A RELEASE OF ALL LIABILITY AND A CONTRACT ENFORCEABLE AGAINST ME IN A COURT OF LAW. I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL.

PARTICIPANT SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Barcode on access card: \_\_\_\_\_