

# Castle Garden Pool Association

## Guest Waiver of Liability



This Agreement waives the liability of Castle Gardens Pool Association (“CGPA”) for any use of the services and facilities at CGPA, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds.

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the applicant signing below wish either for myself or my child to utilize the services and facilities at CGPA included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds.

2. I hereby agree that the use of the services and facilities at CGPA, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds, is at my and my child’s own risk. As a condition of my and my child’s use of such services and facilities at CGPA, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds, I, on behalf of myself, my heirs and assigns and on behalf of my child (and my child’s heirs and assigns) expressly agree to forever discharge, waive and release CGPA, its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of CGPA and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my child resulting from or connected with or caused by the use of the services and facilities at CGPA, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds. I further agree to defend, indemnify and hold harmless CGPA and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, losses and liabilities arising from, connected to, and/or arising from my and/or my child’s use of the services and facilities at CGPA, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, and grounds.

3. I declare and affirm that myself and my child are in good medical and physical condition, and use of the services and facilities at CGPA does not pose any danger to my or my child’s health. I further agree to abide by the rules and regulations of CGPA, as they now exist or may be amended in the discretion of CGPA. I (or my child) understand that I/they are responsible for following proper social distancing protocols at their own discretion, with regard to the current Covid 19 situation.

4. I agree that myself and my child shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and/or program at Castle Gardens Pool.

The undersigned, on his or her behalf, acknowledges, appreciates, understands, and agrees to the following:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Telephone \_\_\_\_\_

1. I represent that I am the parent or legal guardian of the Participant(s) named below to execute this agreement on their behalf.

\*\*\*A NON-PARENT CANNOT LEGALLY SIGN THIS WAIVER FOR OTHER PEOPLE'S CHILDREN. IT MUST BE SIGNED BY A PARENT/LEGAL GUARDIAN.\*\*\*

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_