

# Party Rental

## Assumption of Risk and Release of Liability



Member Name & Member Number: \_\_\_\_\_

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

Home Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

I, the undersigned, in consideration for us of the Castle Gardens Pool Association, including Pool, grounds, picnic areas, basket and volley ball court, gaga ball, playground equipment, among other things, do hereby agree that there are risks in using the pool and grounds which include but are not limited to:

### Acknowledgement of Risk:

- A. Collision with other participants, as well as manmade and natural objects.
- B. Injury due to severe weather conditions including lightning or tornadoes.
- C. Heat or sun-related injuries or illness, sunburn, sunstroke, or dehydration.
- D. Equipment failure or operator error.
- E. Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
- F. The presence of insects and possible injury from them.
- G. Injury due to the use of the diving board or waterslide or the pool, activities on or about the diving board or water slide or pool, and the area in the landing zone of any of this equipment by and injury while on the grounds, in the picnic areas, horseshoe pits, basket and volleyball courts, gaga ball, and playground equipment, among things.
- H. Injury because of the maintenance, supervision, or lack thereof, when using the diving board or water slide or the pool, activities on or about the diving board or water slide or the pool, and the area in the landing zone of any of this equipment by and injury while on the grounds, in the picnic areas, horseshoe pits, basket and volleyball courts, gaga ball, and playground equipment.

**Assumption of Risk:**

My signature below indicates that:

1. I have read and understood the above risks.
2. I am a member of the Castle Gardens Pool Association and will be personally present at all times while this event is in progress.
3. My participation in any activity which takes place at the Castle Gardens Pool Association is purely voluntary.
4. I use the Castle Gardens Pool Association, including the pool, grounds, picnic areas, horseshoe pits, basket and volleyball courts, gaga ball, and playground equipment, among other things, at my own risk.
5. By signing this document, I hereby release Castle Gardens Pool Association Executive Board members, any employees who are in employment of the swim club for any injury, whether personal or otherwise, that I, my family, or any guests who I invited onto the premises, may incur while engaged in use of the facilities.
6. By signing this document, I do hereby assume all liability for any guests who use the pool at my invitation and I agree that I will UNDER NO CIRCUMSTANCES allow children or adults under the age of 21 to consume alcoholic beverages or illegal drugs of any kind while at the pool or on the grounds, picnic areas, horseshoe pits, basket and volleyball courts, gaga ball, and playground equipment among other things
7. I take full responsibility for any injury incurred to myself, my family or my guests.
8. I specifically waive my right to pursue legal action or any alternative dispute resolution.
9. I understand that violation of any of the parts of this agreement could result in the revocation of my membership at the Castle Gardens Pool Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**IN CASE OF EMERGENCY**

Contact Name & Phone Number: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

List any known allergies to plants, insects or medications: \_\_\_\_\_