

Party Rental

Assumption of Risk and Release of Liability

Name: _____

Address: _____

Telephone #(s): _____

I, the undersigned, in consideration for use of the Castle Gardens Swim Club, including Pool, grounds, picnic areas, basket and volleyball courts, and 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 lightening 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 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 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, basketball and volley ball courts, and playground equipment, among things.
- H. Injury because of 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, basketball and volley ball courts, and playground equipment, among things.

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 Swim Club 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 Swim Club is purely voluntarily,
4. I use the Castle Gardens Swim Club, including pool, grounds, picnic areas, horseshoe pits, basket and volley ball courts, and playground equipment, among things, at my own risk,
5. By signing this document, I do hereby release Castle Gardens Swim Club Executive Board members, any employees who are in the 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, horse shoe pits, basket and volleyball courts, and play ground equipment among other things.
7. I take full responsibility for any injury incurred to myself, my family, or my guests and
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 Swim Club.

Signature

Printed Name

Date

IN CASE OF EMERGENCY

Contact: _____

Relationship to participant: _____

List any known allergies to plants, insects or medications:

