

**Drayton Woods Recreation Club, Inc.**  
**Pool and Recreational Facilities**  
**Wavier of Liability and Indemnity Agreement**

The purpose of this Agreement is to exempt, waive and relieve the “Releasees” identified below from any and all liability, claims, losses, costs or damages, including for personal injury, property damage or wrongful death, associated with your use, or the use by any children or other persons for whom you are responsible, of the Recreational Facilities (including but not limited to the pool park, playground and tennis courts) and your participation in associated recreational activities.

The “Releasees” include (1) the Drayton Woods Recreation Club and its members, representatives, officers, administrators, directors, agents, employees and volunteers`, (2) other participants in the recreational activities, and (3) the owners and lessors of the premises on which the recreational activities take place.

IN CONSIDERATION of being permitted to use the Drayton Woods Recreation Club’s pool and other Recreational Facilities, the undersigned, individually and for the undersigned’s personal representatives, assigns, heirs, and next of kin, agrees as follows:

I acknowledge, agree, and represent that I understand the nature of recreational activities, including but not limited to swimming and tennis, and that I am in proper physical condition to participate in such activities. I acknowledge, agree and warrant that if at any time I believe conditions to be unsafe; I will immediately discontinue further participation in the recreational activity. I acknowledge, agree, and represent that I am and shall be at all times fully responsible for the supervision, health, safety, care and conduct of all children and other persons for whom I am responsible while such persons are engaged in the recreational activities.

I fully understand that (a) RECREATIONAL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the recreational activities, the condition in which the activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED ABOVE; and (c) there may be other risks and losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the recreational activities and use of the Recreational Facilities.

I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY

THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**To be signed by all participants over the age of 18:**

_____	_____	
SIGNATURE	PRINTED NAME	DATE
_____	_____	
SIGNATURE	PRINTED NAME	DATE
_____	_____	
SIGNATURE	PRINTED NAME	DATE
_____	_____	
SIGNATURE	PRINTED NAME	DATE
_____	_____	
SIGNATURE	PRINTED NAME	DATE

**Identify all minors/children/or other persons for whom you are responsible:**

**Please Print All Information Below**

\_\_\_\_\_

---

NAME  
OF BIRTH

RELATIONSHIP

DATE

---

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE

---

NAME  
OF BIRTH

---

RELATIONSHIP

DATE