

GRIST MILL POOL & TENNIS CLUB

320 Fall River Avenue • Seekonk, MA 02771 • 508-336-0577

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

WAIVER/RELEASE:

In consideration of permission to use the property, facilities, equipment, and/or services of the Grist Mill Pool & Tennis Club (“the Club”), I do for myself, my heirs, personal representatives, and/or assigns, hereby release, waive, discharge, and agree not to sue Swimcinta, Inc. d/b/a The Grist Mill Pool & Tennis Club, its directors, officers, employees, servants and/or agents of and from liability, or negligence by the Club, resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in activities, classes, observation, the use of facilities, the use of the Club’s premises and/or the use of facilities and equipment at the Club.

ASSUMPTION OF RISKS:

I further recognize that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Club has facilities for and provides for activities such as swimming, tennis, classes and/or other sporting activities. These specific risks vary from one activity to another. For example, I understand that swimming is a HAZARDOUS activity, and that the risks inherent in the sport of swimming include (but are not limited to) paralyzing injuries and death. Other risks of activities of the types available at the Club range from minor injuries (scratches, bruises and sprains) to major injuries (eye injury, loss of sight, joint or back injuries, heart attacks, concussions, etc.).

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the activities made possible at the Club. Nevertheless, I hereby assert that my participation in any or all such activities is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

I also agree to INDEMNIFY AND HOLD THE CLUB HARMLESS from any and all claims, actions, suits, demands, costs, expenses, damages and liability (including attorney fees) brought as a result of my involvement at the Club and to reimburse the Club for any such expenses incurred.

SEVERABILITY:

The undersigned further expressly agrees that the foregoing Waiver and Assumption of Risks Agreement(s) are intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts, and that if any portion of these Agreements are held invalid, it is further agreed that the remaining portions of the Agreements will continue in full legal force and effect.

I HAVE CAREFULLY READ THE ABOVE, FULLY UNDERSTAND ALL TERMS CONTAINED HEREIN, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS (INCLUDING MY RIGHT TO SUE), ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW FOR MYSELF AND (IF APPLICABLE) MY MINOR CHILD OR CHILDREN NAMED.

PRINT NAMES OF ALL MEMBERS:

SIGNATURES: (All members must sign. Parent/guardian must sign for each member under age 18.)

DATED: _____