

PINE BROOK SWIM CLUB, INC.
ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT FOR GUEST CHILD USER

Please read this Agreement carefully

In consideration of the people listed below being permitted to enter into the facilities offered by Pinebrook Swim Club, Inc. (Pinebrook), and/or participate in any activities at Pinebrook as a guest with a Pinebrook Club Member, I, the undersigned, agree as follows:

1. The activities offered at Pinebrook require the ability to swim and various degrees of skill in the pool, deeper water and off of a diving board. I understand the risks of danger of personal injury, disability and/or death to me and/or the child(ren) listed below as a result of participating in the activities offered by Pinebrook. I assume all risk of damage or injury to myself and the child(ren) listed below. In the event my child(ren) will be attending Pinebrook with an adult Member of Pinebrook, I agree that I assume all risk of damage or injury to the child(ren) listed below.

2. I understand that both I and the child(ren) listed below may be unfamiliar with the surroundings and activities at Pinebrook and that there may be risks, including property damage, bodily injury or death ("Risks"). I understand that Pinebrook, and its members, managers, directors, officers, agents, employees, volunteers, Board Members, and individuals acting on its behalf (collectively, Pinebrook Swim Club, Inc.) cannot and do not assume responsibility for such Risks EVEN IF ANY SUCH RISKS ARE A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE PINEBROOK. I FULLY UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS ON MY BEHALF AND ON THE BEHALF OF THE CHILD(REN) LISTED BELOW.

3. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT AS A GUEST AT PINEBROOK, ON BEHALF OF MYSELF AND THE CHILD(REN) LISTED BELOW, MY FAMILY, HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVE(S), I AGREE TO ASSUME ALL RISKS AND RESPONSIBILITIES SURROUNDING THE ACTIVITIES OFFERED BY PINEBROOK. IN ADVANCE, I RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE PINEBROOK FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, DAMAGE, CLAIM, DEMAND, ACTION, CAUSE OF ACTION, COST OR EXPENSE OF ANY NATURE THAT I MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO MEDICAL EXPENSES, SUFFERING OR DEATH, THAT MAY BE SUSTAINED BY ME, THE CHILD(REN) LISTED BELOW OR ANY PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF PINEBROOK AND ITS AFFILIATES WITH REGARD TO ANY ACTIVITIES OR FACILITIES AT THE EVENT. IT IS MY EXPRESS INTENT THAT THIS RELEASE SHALL BE DEEMED A RELEASE WAIVER, DISCHARGE AND COVENANT NOT TO SUE PINEBROOK.

4. I AGREE TO SAVE AND HOLD HARMLESS, INDEMNIFY, AND DEFEND PINEBROOK FROM ANY CLAIM BY ME, MY FAMILY, THE CHILD(REN) LISTED BELOW OR ANY OTHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO INJURIES TO ME AND/OR THE CHILD(REN) LISTED BELOW ARISING OUT OF THE ACTIVITIES AT PINEBROOK FACILITIES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY PINEBROOK IN CONNECTION THEREWITH.

5. I agree that any controversy or claim arising out of or in any way connected to injuries to me and/or the child(ren) listed below relating to the activities at Pinebrook facilities shall be settled by binding arbitration administered pursuant to the American Arbitration Association Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. I understand and agree that this arbitration provision applies to any claims by me, my family, and/or the child(ren) listed below.

6. I understand and agree that both I and the child(ren) listed below may be photographed, videotaped, recorded on digital media, and/or interviewed for the purpose of Pinebrook for promotional use.

7. I agree that my participation and/or the participation by the child(ren) listed below in activities at Pinebrook facilities is completely voluntary. I certify that I am over the 18 years of age and have had an opportunity to ask any questions regarding the terms of this Agreement. **I HAVE READ THIS DOCUMENT CAREFULLY, AND I ACKNOWLEDGE AND UNDERSTAND THE EFFECTS OF MY ASSUMPTIONS, RESPONSIBILITIES, RELEASES WAIVERS, AND INDEMNIFICATIONS.**

	CHILDREN	
SIGNED _____	DATE _____	
PRINT NAME _____	NAME _____	AGE (DATE OF BIRTH) _____ (_____)
ADDRESS _____	_____	_____ (_____)
STREET _____	_____	_____ (_____)
CITY, STATE, ZIP CODE _____	_____	_____ (_____)
PRIMARY PHONE _____	_____	_____ (_____)