

Swimming Pool Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Prairie Links Pool (Owner of Property, Releasees)

PL pool facilities is for members of PL only, I recognize and fully understand certain things, including:

- There is no lifeguard on duty, you are responsible for the safe operation of the pool and are responsible for all persons using the pool.

- My use of the pool facilities involves certain risks, including but not limited to:

1. The risk of injury resulting from the possible malfunction of the pool equipment;
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area;
3. The risk of injuries resulting from unsupervised divers and swimmers colliding;
4. The risk of other injuries resulting from participating in any action in the pool.
5. The risk of golf errant golf balls.

- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the PL allowing me to utilize the pool and pool areas, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other costs that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area
4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property. If under 18, a parent/ guardian must sign before use alone and membership must reflect the use of each participant. Guests must also have a waiver.
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signature: _____ Date: _____

Print: _____ Date of Birth: _____

Parental Consent Form (if under 18 years old)

Parent or Guardian:

In order for your child to swim and play without supervision, we need your consent and involvement in helping your child have a productive and safe experience. Please carefully read and sign this parental consent form.

Name of child: _____ Birth Date: _____

Address: _____

City/State _____ Zip Code _____

PERSON TO BE NOTIFIED IN CASE OF AN EMERGENCY:

Name _____

Relationship to Child _____

Phone: Home _____ Work _____

In connection with and consideration of my child's (named above) swimming and related activities, I, on behalf of my child and myself, my heir(s), personal representative(s) and assign(s), hereby represent and agree as follows:

- I understand that my child will be unsupervised, with no lifeguard or staff supervision. I hereby give permission for him/her to swim based on their abilities.
- I understand that I will be liable for any damages and their conduct. All swimmers must have a safe, responsible behavior required in a club pool. He/she will be expected to meet all the requirements and adherence to all policies and procedures.
- Should my child require emergency medical treatment, first aid, or transportation to a hospital or medical facility, I consent to any such treatment that may be provided to my child, and PL will not be responsible for any costs associated with any of the foregoing. Our staff will call 911.
- I represent and warrant that my child is in good physical condition, can swim independently, and has no physical, health-related or other problems which would be harmful to him/her or others, and that he/she is allowed to
- I understand that no outside food or beverage is allowed. I consent to my child using my AR account for purchases.
- I authorize the release to the media of any pictures of my child during his/her time as a participant . Please check the box if you do not consent to this statement.
- I, the undersigned, certify that I am the parent or legal guardian of the child (named above) and that I have the right to make decisions for my child that affect his/her well-being. I recognize and acknowledge physical injury, accident, illness, death, and loss of personal property. I voluntarily assume all responsibility and risk of loss, damage, illness, and/or injury to person or property which my child may, in any way, sustain in connection with his/her participation.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent/Guardian's Full Name (please print): _____

Signature: _____ Date: _____

Pool Safety Checklist must initial every box. If rules are not adhered to you will be asked to leave the pool. After two times of dismissal, your pool access will be revoked for the year.

- No running.** It's way too easy for kids and adults alike to slip on wet surfaces and injure themselves.
- No diving. No Jumping off the pool deck in the 5 foot area.** Even with an experienced lifeguard on staff, diving can be dangerous, so with no lifeguard this is imperative. It can endanger other swimmers, and it could cause serious harm to the diver if the pool is too shallow. The far end of the pool has a **Bench Below** so initialing here is acknowledgement this is there and to the danger of jumping or diving.
- Supervise kids.** Young children should be monitored by an adult at all times. There is not a lifeguard on duty so it is essential you have direct supervision. If a child is unsupervised they will be asked to leave. 69 % of drowning occur in less than 3 feet and drowning is the 3rd leading cause of unintentional injury death worldwide
- Toddlers must wear swim diapers.** This probably doesn't need an explanation, but if pool water is exposed to any fecal matter it could cause the entire pool to be drained and closed until able to ensure safety of the water.
- No long breath holding.** People who hold their breath while swimming or practicing breath-holding underwater in pools are at risk of "passing out" due to lack of oxygen.
- No pool floatation devices.** Per Iowa code for commercial use, pools have a rule of no floatation devices and **only approved coast guard life jackets** can be used to prevent drownings.
- No animals in the pool area.** Dogs in swimming pools can be unsanitary, and their hair will clog the filter (exceptions for service pets). No dogs inside the pool for any reason.
- No glass bottles.**
- Drink Responsibly.** Drinking increases the risk of drowning and awareness. Anyone visibly under the influence will be asked to leave.
- NO OUTSIDE FOOD OR DRINK**
- MEMBER ONLY POOL ACCESS.** Must be a member or under the guest rules of members. No outside passes can be accepted because of the Iowa Department of Public Health in the classification of our pool as member only. This policy is strictly enforced by the state based on our inspection and guidelines set for public pools. If you have had a pass before and no longer a member or with a member we are strictly prohibited from honoring this pass.
- WATER SPICKETS ARE EMPLOYEE USE ONLY.** Do not fill water bottles or coolers from water spickets.
- MUST BE 14 TO SWIM WITHOUT AN ADULT.** Children may swim without an adult if they are 14 years or older. Must have a parental release signed. If under 14 must have an adult in the pool area assuming the responsibility of their safety.
- GUEST RULES.** Caregivers (nannies, grandparents of child members) will not have a frequency restriction, as long as family membership is active.
- NO OUTSIDE FOOD OR DRINK.** All food and beverage must be purchased at PL, no outside food or drink allowed. NO CASH!! Everything will be charged to the AR account.
- MUST CHECK IN EVERY TIME AND HAVE A WAIVER ON FILE TO SWIM.**