

SEVILLE RECREATION CENTER, INC. (MARK TRAIL CLUB)

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

Waiver and Release of Liability: In consideration of being permitted to use the property, facilities, staff, equipment and services of MARK TRAIL CLUB, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge MARK TRAIL CLUB, its directors, officers, employees, and agents from liability for any and all claims and damages, including those caused by the negligence of Mark Trail Club, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, swim team, classes, observation, and use of facilities, premises or equipment. I agree that this Waiver and Release is also signed by me on behalf of all minor children of which I am the parent or guardian, and on behalf of my guests or anyone gaining entrance to the pool through the use of my membership.

Assumption of Risks: Swimming and physical activity, by its very nature, carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. I know, understand, and appreciate that these and other risks are inherent in the activities made possible by MARK TRAIL CLUB. I hereby assert that my participation in these activities is voluntary, and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify, hold harmless, and defend MARK TRAIL CLUB from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which arise out of my membership or use of the property, facilities, staff, equipment or services of MARK TRAIL CLUB, or that arise out of such use by any minor children of which I am the parent or guardian.

Rules and Regulations: I acknowledge that I have been provided with the MARK TRAIL CLUB By-Laws, Rules and Regulations, and Code of Conduct and Procedures. I agree that I, and any guests or minor children of which I am the parent or guardian, will fully comply with all such Rules and Regulations and with all signage posted at the pool.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend it to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law. I agree that this Agreement will be signed by all persons over the age of 18, and on behalf of all minor children of which I am the parent or guardian.

Responsible Party or Member Signature

Responsible Party or Member Print Name

Date