



RELEASE AND WAIVER OF LIABILITY AGREEMENT

THIS IS A LEGAL DOCUMENT. BY ENTERING INTO THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO BRING A LAWSUIT AGAINST THE BRIARCLIFF SWIMMING AND RECREATION CLUB, ITS OFFICERS, DIRECTORS, AND MEMBERS FOR ANY INJURIES INCURRED WHILE USING THE FACILITIES AND/OR PROPERTY. PLEASE READ THIS DOCUMENT CAREFULLY. YOU ARE FREE TO CONSULT WITH AN ATTORNEY OF YOUR CHOICE AND AT YOUR OWN EXPENSE.

This Agreement is made and entered into by and between the MEMBER identified below and the Briarcliff Swimming and Recreation Club, Inc. (the "Pool Club").

I, _____ (hereinafter referred to as "MEMBER" or "I"), acknowledge that I have voluntarily joined the Pool Club and voluntarily participate in all activities of the Pool Club, including but not limited to swimming, playing volleyball, playing basketball, canoeing/kayaking, grilling food on charcoal/gas grills, and any other activities for which I use the Pool Club's facilities and/or property (the "Activities").

I AM AWARE THAT SOME OF THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I UNDERSTAND THERE IS AN INHERENT RISK OF DROWNING IN A POOL OR BODY OF WATER. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE POTENTIAL DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

The MEMBER agrees that he/she knows and understands that the Pool Club is a private nonprofit corporation run by and for its members. It is not in the business of providing any Activities to the general public and can only be used by its MEMBERS and guests of MEMBERS. I am only allowed to use the Pool Club facility in accordance with its by-laws and rules and regulations which I have either read, and reviewed or chosen not to do so, despite having had the opportunity. I am responsible for my own safety and the safety of any family members or guests while participating in any Activities at the Pool Club.

As consideration for being permitted to participate in the Activities and use its premises and facilities, I hereby forever release the Briarcliff Swimming & Recreation Club, Inc. and its Directors, Officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims or demands that I, my assignees, heirs, distributees, guardians, children and dependents, next of kin, spouse and legal representatives now have, or may have in the future for injury, death, or property damage, related to (i) my participation in the activities, (ii) the negligence or other acts of the Releasees, whether directly connected to these activities or not, and however caused, by any Releasees, or (iii) the condition of the facilities or the premises where these Activities occur, whether or not I am then participating in the Activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or



attach the property of any Releasees in connection with any of the matters covered by the foregoing release. I also agree to defend, indemnify and hold harmless the Pool Club and its officers from any claims of any nature made whatsoever by any guests I may bring to the Pool Club.

In the event the MEMBER breaches the terms of this Agreement, the MEMBER shall pay the Pool Club all costs and expenses including attorney's fees incurred by the Pool Club in defending any claims brought in breach of this agreement.

The MEMBER also agrees that this agreement is not an adhesion contract (a contract where the parties have unequal bargaining powers) for at least the reasons that: 1) participation is not an essential activity; and 2) the MEMBER has the option to participate in other recreational facilities, public or private, in Avon or surrounding towns within Connecticut, and therefore the MEMBER'S bargaining power includes participating at facilities other than the Pool Club or not participate, at their choice.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE POOL CLUB, AND SIGN IT OF MY OWN FREE WILL.

ALL MEMBERS OVER THE AGE OF 18 MUST SIGN THIS RELEASE AND WAIVER BELOW. IF A MEMBER IS UNDER THE AGE OF 18, A PARENT OR GUARDIAN MAY SIGN ON HIS/HER BEHALF.

IF SIGNED BY PARENT OR GUARDIAN: I VERIFY THAT THE DANGERS OF THE ACTIVITIES AND THE SIGNIFICANCE OF THIS RELEASE AND WAIVER WERE EXPLAINED TO THE MEMBER AND THAT THE MEMBER UNDERSTOOD THEM.

Executed at _____, Connecticut on _____, 2019.

Member/Releasor
Name : _____
Signature: _____

Member/Releasor
Name: _____
Signature: _____

Member/Releasor
Name: _____
Signature: _____

Member/Releasor
Name: _____
Signature: _____

Please list all members under the age of 18 who are covered by this release below:

