

SHER-LE-MON SWIM CLUB

COMPREHENSIVE RELEASE FROM LIABILITY AND INDEMNIFICATION

*THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing to retrieve your membership cards, you give up the right to bring any legal action on behalf of yourself, all individuals listed on your membership application, and your guests, **including any minor children**, to recover compensation or obtain any other remedy for any personal injury or property damage, however caused, arising out of your membership, participation and/or activity at or involving the Sher-Le-Mon Swim Club, Inc. (hereinafter "Club"), now or at any time in the future. You also agree to indemnify the Club and its agents for any lawsuits brought on your/their behalf.*

I hereby acknowledge and agree that participation in any Club activity comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with any Club activity or program participation, **including but in no way limited to:** (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria.

In consideration of and as a condition of Club membership and participation in Club activities and programs, I, on my own behalf and on behalf of the others included in my membership application, including any minor children, as well as on the behalf of any guests I may involve in Club activities and programs, including any minor children, (the "Releasers"), as well as on behalf of the heirs, representatives, executors, administrators, and assigns of the Releasers, hereby release the Club and its officers, directors, employees, volunteers, agents, representatives and insurers (the "Releasees"), from any and all liability, causes of action, claims, or demands of any nature whatsoever, against the Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Club facilities/equipment or participation in the Club programs, whether that participation is supervised or unsupervised, whether it occurs on Club premises or away from such premises, however the injury or damage occurs, **including, but not limited to the negligence of Releasees.**

In consideration and as a condition of Club membership, and participation in Club activities and programs, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to Releasers' attendance or participation.

I certify that I am therefore of lawful age and otherwise legally competent to sign for membership cards and this Comprehensive Release from Liability. I understand that these terms are legally binding and certify that I am signing for membership cards, after having carefully read this document.