

Hunters Creek Swim & Racquet Club Terms and Conditions

For and in consideration of the opportunity to use Hunters Creek Swim & Racquet Club ("HCSRC") facilities, equipment, programs and services (the "Facilities") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member, defined as any person registering as a user of the facilities of the Hunters Creek Swim & Racquet Club ("Facilities"), including but not limited to Members; and any person who will use the Facilities in connection with Member's affiliation to HCSRC (individually and collectively referred to as the "Members") do hereby agree to the following:

Rules

The Rules are located at: www.hunterscreekpool.com

The registering Member acknowledges that s/he has read and understood the rules. The Member agrees to abide by the HCSRC's rules. HCSRC reserves the right to temporarily revoke or permanently terminate the privileges of the Members for any violations of the rules or by-laws.

Medical Care

The Member gives HCSRC and High Sierra Pools, Inc. ("HSP") and its personnel permission to seek emergency medical, rescue, or evacuation services for them should they become injured or ill with the understanding that they are responsible for any expenses incurred. The Member also realizes that the Member may be attended to by High Sierra Pools, Inc. and its personnel until medical care is available.

Assumption of Risk

The Member acknowledges the existence of the risks in connection with use of the Facilities, whether in an active or spectator capacity (including, but not limited to, participation in fitness classes, aerobic activities, instructional and group classes and programs, sporting activities, use of equipment and swimming pools, tennis courts, and/or mere presence at HCSRC facilities) (all such use of the Facilities referred to as the "Activities"). Participation by the Member in the Activities is purely voluntary and the Member elects to participate with full knowledge and appreciation of the risks of injury, illness or damage to property. The Members accept full responsibility for any injuries, illness or damage to property that the Member may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risk include, but are not limited to: scratches, cuts, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, near drowning, drowning, or even death. Risks to the Member also include exposure to disease, illness bacterial and fungal infections, and viruses including exposure to COVID-19. These risks may result from the use of the Facilities, from the Activity itself, from the acts of others or from the unavailability or delay of emergency medical care.

Waiver/Indemnify and Defend

The Member hereby releases, waives, discharges, indemnifies, covenants not to sue, and agrees to hold harmless for any and all purposes HCSRC and its employees, personnel, officers, directors, members or agents and HSP and its employees, personnel, officers, directors, members, lifeguards, or agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claim, demand, causes of action, suits, losses, damages, personal injuries, illnesses, viruses, diseases, property damage, property loss or theft, wage loss, costs (including court costs and attorneys' fees) or injury, including death and any related consequences, that may be sustained by the Member while using the Facilities and/or participating in any Activity in connection with the Facility whether caused by the negligence of the Releasees or otherwise. The Member understands and intends that this Assumption of Risk and Release is binding upon the Member and the heirs, executors, administrators and assigns of the Member.

Prerequisite Skills and Training

The Member agrees to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, facility, or to participate in Recreational Sports programs to the appropriate Staff Member on site. The Member acknowledges that no one can warn them/her of all of the dangers associated with the Facilities' and that they have the responsibility to investigate any activity, hazard, or thing which may be dangerous or that the Members do not understand. The Member has verified with their physician or other medical professional that the Member is healthy and that the Member has no past or current physical or psychological condition that might affect their participation in the Activities.

Insurance

The Member understand that HCSRC and HSP do not insure the Member's safety and do not carry insurance to cover the Member's use of the Facilities and that the Member will be solely responsible for any medical, health or personal injury costs relating to use of the Facilities and participation in the Activities.

Severability

The Member expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding

The Member has read, understands, and accepts the terms and conditions stated here, and understands that the Member is giving up substantial rights, including the right to sue HCSRC and its employees, personnel, officers, directors, members, lifeguards, or agents, and HSP and its employees, personnel, officers, directors, members, lifeguards, or agents. The Member acknowledges that the Member is agreeing to the agreement freely and voluntarily, with full appreciation of the terms of the Member’s agreement and the Member intends by agreeing to be a complete and unconditional release of all liability to the greatest extent allowed by law.

The Member attests they are the parent or legal guardian of any listed minor dependents. The Member agrees to indemnify and hold harmless Releasees from any and all liability, claim, demand, causes of action, suits, losses, damages, personal injuries, illnesses, viruses, diseases, property damage, property loss or theft, wage loss, costs (including court costs and attorneys’ fees of Releasees) or injury, including death and any related consequences, that may be sustained by the Member’s minor dependents who the Member allows to use the Facilities and/or who participates in the use of the Facilities or in any Activity in connection with the Facility whether caused by the negligence of the Releasees or otherwise.

The Member acknowledges that this waiver shall be construed by the laws of the Commonwealth of Virginia notwithstanding choice of law provisions. Any actions or disputes related to this waiver shall only be brought in a state court of the Commonwealth of Virginia.

Member Name: _____ Member #: _____

Member Signature: _____ Date: _____