

J. D. TYGART CAMP GROUND, INC.

436 Woody Jackson Circle
RAY CITY, GA 31645

POOL RELEASE

(effective July 8, 2020)

General Release of all Claims, an Agreement Not to Sue, an Assumption of Risk, and an Indemnification Agreement (Release) in favor of the J. D. Tygart Camp Ground, Inc., a Georgia nonprofit 501(C)6 organization, its employees, agents, volunteers, independent contractors, officers, directors, members, trustees, staff and the Valdosta District of The United Methodist Church.

I acknowledge and agree that by signing this document I am releasing the Released parties from liability, waiving legal rights I might otherwise have and entering into certain obligations as set forth herein. This release is a binding contract with significant legal consequences, I have been advised to read it carefully (and to obtain legal counsel if necessary before signing).

The undersigned is acting as a primary party responsible for the use of the pool facility located at Camp J. D. Tygart. In such capacity, I do hereby release the foregoing parties of any and all responsibility and liability for any injury to anyone which occurs while any members of my party is using the pool and the pool bathhouse. I fully realize and acknowledge the hazardous nature and danger of swimming and do further understand that Camp J. D. Tygart and the foregoing released parties assume no responsibility for having a lifeguard on duty and that all persons using said facility are in a "swim at our own risk" facility and that the undersigned does fully assume the risk of injury, sickness, damage, loss or death associated with such participation in the swimming events which may transpire while we are using the pool facilities.

The undersigned do further understand that we are liable for any damage to any pool equipment or the bathhouse and we agree to leave same in a clean and orderly fashion. We do acknowledge that in the event the facility is not left in a clean and orderly manner or in the event there is any damage to the pool or bathhouse we will be responsible for any such damage and we do

further agree to pay a cleanup fee of \$25.00 should same be assessed by Camp J. D. Tygart or the persons in charge of said facility.

The undersigned does hereby waive, release, discharge and hold harmless, promise not to sue and agree to indemnify and defend the release parties from any and all rights, causes of actions, disputes, liabilities and claims including claims arising from the Released parties ordinary negligence and specifically the failure of the Released parties to provide a lifeguard on duty for the sole responsibility for which the undersigned hereby agrees to indemnify and hold the Released Parties harmless therefrom.

I agree that this release is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid for any reason, it is agreed that the balance shall, notwithstanding any portion hereof being held invalid, continue in full legal force and effect. I certify that I am over the age of eighteen (18), and suffer from no legal disabilities and am otherwise legally competent.

I have read and understand this release. I agree that the terms hereof shall likewise bind me and my successors or assigns I promise not to sue any Released Party or Parties and have voluntarily and knowingly signed the foregoing Release with the understanding that my execution hereof is a material inducement to Camp J. D. Tygart to allow me to use the pool facility and that absent the execution of this release said pool facility will not be made available to the undersigned or the participating parties.

Acknowledged and agreed to this ____ day of _____, 20__ by

_____ Group Representative

_____ Pool Supervisor, if other than above

Date of event: _____ Pool Time: _____