

SUNRISE LAKE
POOL USE WAIVER AND RELEASE
NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK

In consideration of my use of the Association Pool, I HEREBY EXPRESSLY ASSUME ALL RISKS IN USING THE SLPOA POOL AND SURROUNDING PREMISES and hereby forever release and covenant not-to-sue the Sunrise Lake Property Owners Association (POA), its Board of Directors, employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from ordinary negligence on the part of the POA or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in pool use activities or any activities incidental thereto, wherever, whenever, or however the same may occur. This specifically includes any claims related to **NO Lifeguard on Duty, Swim at Your Own Risk** policy.

I fully understand that in utilizing the pool without the benefit of a lifeguard, that there are risks of injury or death to myself or others, whether or not I swim alone or with others present. I understand that without the presence of a lifeguard, there is a possibility of injury or death by drowning or other risks. I am voluntarily using the SLPOA Pool Facility Knowingly that there is **NO LIFEGUARD ON DUTY AND A SWIM AT YOUR OWN RISK** policy, with full knowledge of the potential dangers involved, fully assuming the risks of injury or death.

I fully recognize that there is **NO LIFEGUARD ON DUTY AT ANY TIME** and that individuals under 15 years of age AND ALL GUESTS must be accompanied by an adult aged 18 or above at all times while in the Sunrise Lake Pool facility.

I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.

I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular stress. I understand that swimming and other pool activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen.

- I acknowledge all property owners have been informed in writing of the **NO Lifeguard On Duty, Swim at Your Own Risk** policy, and public notices are posted at all entrances of the pool and around and within the pool facility. I am also aware there are pool monitors at the facility but these are NOT lifeguards and do not act in the same capacity of such.
- I will voluntarily use pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.
- I have a personal responsibility to follow any safety rules and procedures established by the POA and that are associated normally with swimming and other pool use activities.
- I further agree to indemnify and hold harmless the POA and others listed for any and all claims arising as a result of my participation in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the Court of Common Pleas, Pike County, Pennsylvania.

If I am at least 18 years of age, I affirm that I signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the POA or any of the parties listed above. I understand that this agreement is a binding legal document.

For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:

(Signature of Participant)

Date signed

(Printed Name of Participant)

(Signature of Witness)

Date signed

(Name and Telephone Number of Witness)

(Address of Witness)

(Signature of Parent/ Guardian
if Participant is under 16 years old)

Date signed