

Swimming Pool and Backyard Rental Release of Liability Form

Name _____ . Email _____ . Phone _____

Address _____

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement. PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. **VENUE:** HOPKINS ENTERPRISE LLC, SWIMMING POOL AND BACKYARD RENTAL (OWNER OF PROPERTY, RELEASEES)

By swimming in the pool, I recognize and fully understand certain things, including but not limited to: At no time is there a lifeguard on duty, you (the renter) are responsible for the safe operation of the pool and are responsible for all persons using the pool during your stay.

My use of the pool facilities/rentals during my stay involves certain risks, including but not limited to:

1. The risk of injury resulting from possible malfunction of the pool equipment.
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area.
3. The risk of injuries resulting from unsupervised divers (absolutely not allowed) and or swimmers colliding.
4. The risk of other injuries or death resulting from participating in any action in the pool.
5. Any and all risks or accidents associated with the consumption of alcohol (on or off premise).

I recognize and fully understand that the above list, is not a complete or exhaustive list of all the possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the Owner allowing me to utilize the pool and area during my stay, I hereby, agree to the conditions below: I fully intend and choose to give up legal rights, as stated below.

1. TO WAIVE ANY AND ALL CLAIMS, that I have or may have in the future against the Owner, it's directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;
 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense or other cost that I may suffer or that my next of kin or other guests may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area
 4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;
 5. That this Waiver, Release and Agreement is fully effective and shall be effective and binding upon me; and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.
- I agree to have my credit card on file to pay for any damages to pool toys, dishes, grill, rentals, fireplace, hot tub, property, pool supplies, furniture, landscape, anything on property that is damaged or missing during my rental. An invoice will be emailed with description and cost of replacement value. After \$500 a claim may be made thru Swimply. Initial: _____
Credit Card for Damage Deposit: _____ EXP _____ CVC _____

I have read and understood the document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and fully agree to do so.

Signed _____ . Print: _____ Date _____ Date of Birth: _____.

Booking Date _____ . Booking Times _____ to _____ Occassion _____