

WESTGATE COUNTRY CLUB

2326 Iowa Ave Kenner, LA 70062 * 504-469-8201

Swimming Pool Waiver and Release of Liability Form

This agreement waives any and all liability of Westgate Country Club, (WCC) for any use of the swimming pool on the property.

A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian for children under 18 years of age.

PLEASE READ CAREFULLY AND SIGN BELOW:

I, _____ and the following family members (including adult family members and children under 18 years of age that I am a parent/guardian to) who are all immediate family of stockholding or summer members in good standing of Westgate Country Club, (Authorized Family Members) wish to use Westgate Country Club swimming pool during such times that a lifeguard may or may not on duty. (Life Guard not on duty is known as "Non-Guarded Hours")

Name:	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a Stockholding or Summer member has a guest with them at Westgate Country Club, the guest must sign a "Westgate Country Club Guest Waiver" in order to use the pool and surrounding areas.

In using the pool during these times, I recognize and fully understand the following:

- No lifeguard will be on duty during Non-Guarded Hours; A lifeguard will be on duty during Guarded Hours.
- Only Authorized Adult Family Members (18 years and older) in good standing will be allowed entry to the WCC pool area and to swim during Non-Guarded Hours.
- No guests will be allowed entry to WCC pool area or to swim during Non-Guarded Hours.
- In case of lightning or thunder, swimming will not be allowed until 30 minutes have passed since the last observed lightning or thunder.
- Use of the pool during Non-Guarded Hours involves certain risks , including but not limited to:

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- Risk of injury resulting from possible malfunction of the pool equipment;
- Risk of injury resulting from tripping or falling over obstacles in the pool area; Risk of injury resulting from unsupervised divers and/or swimmers colliding
- Risk of injury resulting from impact with the pool bottom or sides, or the area around the pool;
- Risk of injury resulting from inexperience or lack of skill in using the pool or related equipment;
- Risk of injury resulting from medical conditions that create or contribute to an inability to safely use the pool or related equipment;
- Risk of injury resulting from misuse of the pool or related equipment ;
- Risk of injury arising from any other cause; and
- General safety risk from unsupervised use of the pool during such times there may be few or no other members present.

I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks and only provides examples of types of risks that I am assuming.

In exchange for Westgate Country Club (known as the "WCC") allowing me to use the swimming pool during Non-Guarded Hours, I hereby agree to the following terms and conditions:

- I understand that after signing this Waiver and Release of Liability Form I will be issued a key to the gate that will allow access to the pool during Non-Guarded Hours. This key shall only be used by me and my Authorized Adult Family Members (18 and over) who are allowed to use the pool under our family membership.
- I agree to use the key only in compliance with the terms of this document and to take reasonable precautions to prevent unauthorized use of my key.
- I do hereby affirm that I have read the WCC Pool Rules posted by the pool area and that I fully understand said rules.
- I agree to comply with the provisions of this document, including the pool rules set forth and posted by WCC which are incorporated herein and made a part of this document.
- I understand rules may be changed and new rules may be implemented by WCC during the summer season, and I will comply with the most current rules.
- I may not invite guests to join me at the pool during Non-Guarded Hours.
- Under no condition am I to allow entry to the pool area to anyone other than those Authorized Adult Family Members who are included as members in good standing under our family membership and who have signed this Waiver and Release of Liability Form during Non-Guarded Hours.

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I understand that if at any time in the future, I no longer have swimming privileges at the WCC pool, my right to use the pool during Non-Guarded Hours will terminate and your key will need to be turned in to WCC.

I understand that failure to comply with the terms of this Waiver and Release of Liability Form may result in revocation of my access and termination of my right to use the pool during Non-Guarded Hours and possible suspension of pool privileges.

I hereby waive any and all claims that I, and/or my Authorized Family Members who are allowed to use the pool under our family membership, have or may have in the future against WCC, or any of its directors, officers, stockholders, employees, agents or representatives (known collectively as the "Releases"), relating to my use and/or my Authorized Family Members' use of the Westgate Country Club swimming pool during Non-Guarded Hours.

I hereby release the Releases from any and all liability for any loss, damage, injury, expense, or other cost that I, and/or my Authorized Family Members' use, may suffer in connection with use of the Westgate Country Club swimming pool during Non-Guarded Hours, arising from any cause whatsoever, including but not limited to any negligence on the part of the Releases.

I hereby agree to indemnify and hold the Releases harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related cost or expenses, including reasonable attorney's fees that may arise as a result of my own conduct or omissions with regard to the Westgate Country Club swimming pool, or the conduct or omissions of anyone for whom I am responsible, including authorized Family member's use.

I do hereby agree and affirm that if I should grant anyone access to the pool, whether intentionally or negligently, in violation of the terms of this document, or if any Authorized Family members or anyone for whom I am responsible does so, I shall also be responsible for the conduct or omissions of such person.

I hereby represent and affirm by signing this document that I am 18 years of age or older, that I am signing this document freely and voluntarily, and that I am of sound and disposing mind and memory, and that I am not acting under any fraud, coercion, duress, compulsion or misrepresentation.

I understand that no one shall be allowed access by using my key other than me and Authorized Adult Family Members who are allowed pool privileges under our WCC membership that have signed this Waiver and Release of Liability Form.

This Waiver and Release of Liability Form shall be binding upon me, my Authorized Adult Family Members, and upon my heirs, executors, administrators, or other personal representative acting on my behalf of my estate.

The Waiver and Release of Liability Form shall be construed, interpreted and enforced in accordance with the laws of the state of Louisiana, and any litigation involving this document shall be brought exclusively in the courts of Jefferson Parish, Louisiana.

I do hereby affirm that I have read this Waiver and Release of Liability Form, including the pool rules set forth and posted by WCC and I understand that I have been advised to review this document before signing.

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COVID-19 Waiver & Release of Liability

Rules:

- All members are to use provided Hand Sanitizer, Hand Washing Stations and Cleaning/Sanitizing Products
- All areas, chairs, tables, etc. that you use must be cleaned/sanitized.
- WCC have spaced tables/chairs 6 ft apart. Do not move them closer.
- Families/Individuals should remain 6 ft apart.
- If you are not feeling well, have been around anyone not feeling well, or have been exposed to anyone with COVID-19 within the last 14 days, you cannot come to or swim at Westgate Country Club.
- If you have fever or any symptoms of COVID-19 you cannot come to or swim at Westgate Country Club.

Westgate will follow the regulations in regards to COVID-19 that have been set forth by the government of Louisiana.

I hereby agree to indemnify and hold the Releases harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related cost or expenses, including reasonable attorney's fees that may arise as a result of my own conduct or omissions with regard to any claims of personal injury or death related to COVID 19.

I do hereby affirm that I agree to the terms set forth herein and I acknowledge that by signing this document that I am waiving and releasing certain legal rights that I, and any of my family members, have, or may have, against the Releases, and I fully agree to do so.

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

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Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Agreed this _____ day of _____, 20__.

Signed: _____

By: _____
(Print Name)

Waiver received and checked against member list
Signed: _____
By: _____
Date: _____