

Program Participation Agreement

Ridgetop Recreation Association | REAL (Ridgetop Early AM Lap) Swimming

Definitions

- “Agreement” – shall mean this executed Program Participation Agreement.
- “Liability Waiver” – shall mean the Release, Waiver of Liability, Assumption of Risk, and Indemnity / Hold Harmless Agreement.
- “Program” – shall mean the Off-Hours Adult Lap Swimming Program.
- “Ridgetop” – shall mean Ridgetop Recreation Association.
- “Released Parties” – shall mean Ridgetop, the Ridgetop Board of Directors, and Ridgetop’s managers and staff, as well as each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, legal counsel, contractors, employees, servants, successors, or assigns.
- “Swimming Pool” – shall mean the Ridgetop Recreation Association adult swimming pool and associated facilities and amenities on the Ridgetop property.
- “User” – age 18 or older person using the Ridgetop facilities or participating in the activities of the Swimming Pool and its related amenities as part of the Program.

Policies and Procedures

User understands and agrees that compliance with the following policies and procedures are required for participation in the Program, and that failure to comply may result in termination of this Agreement and potential penalties, as outlined below.

- Term of the Program: The Program begins on May 30, 2023 and extends through the end of the Ridgetop summer season. The Program length may begin earlier and/or extend later in the season, only if approved by the Ridgetop Board of Directors and formally communicated to participants by the Program chairperson.
- Fee: Prior to participation in the Program, User must pay the \$50 fee for the 2023 Program term.
- Age Requirement: Users must be at least 18 years old to participate in the Program. Minors may not participate even under the supervision of an adult.
- Times: Users may only access the Swimming Pool as part of the Program, beginning at 5:30 am, Monday through Sunday, during the term of the Program as provided above. Access outside of these times (other than during normal operation of the Swimming Pool) for any reason is strictly prohibited. Access may be further restricted for swim meets and as dictated by the Ridgetop Board of Directors.

- Facility Access: Users may only enter the Swimming Pool facility through the main gate nearest to the registration stand. Users must close and lock the gate behind them when entering and exiting the facility. Users may not hold the door open for anyone entering the Ridgetop facility and cannot leave or prop the gate open under any circumstances.
- Keys: Upon execution of this Agreement, execution of the Liability Waiver, and payment of the requisite fee, each User (or household) will be provided one key to the Swimming Pool.
 - One key will be provided per household, but only Users who have individually executed the Agreement and Liability Waiver may use the key to access the Swimming Pool or participate in the Program. Other family members who have not executed the referenced agreements or who do not otherwise qualify for Program participation (*e.g.*, age requirements) may not use the key to access the Swimming Pool.
 - Keys may not be copied.
 - Keys may not be shared with anyone outside the user's household for any reason.
 - Lost keys must be immediately reported to Ridgetop. Replacement and re-keying fees may be charged.
 - Failure to return a key at the conclusion of the Program will result in replacement and re-keying fees.
 - Users will be held financially and legally responsible for any unauthorized access and resulting damage caused or facilitated by use of his/her key.
- Inclement Weather: During inclement weather (lighting visible, thunder audible, or heavy rain such that pool bottom not visible), Users must leave the Swimming Pool and not return until at least 30 minutes has passed since the last instance of inclement weather.
- Permitted Activity (Lap Swimming Only): Lap swimming is the only activity permitted as part of the Program. Diving (including, but not limited to use of diving boards and starting blocks) and use of other equipment not intended for lap swimming is strictly prohibited. Program participants are strongly encouraged to swim with another participant of the Program. When swimming along, swimming plans should be shared with an emergency contact.
- Cleanliness and Maintenance: Users are expected to leave the Swimming Pool in substantially the same or better condition than they found it. Trash must be properly disposed of and Users may not cause any damage to the Swimming Pool or related equipment. Users will be held legally and financially responsible for any damage they cause.
- Restrooms / Showers: Restrooms will be available during Program access hours. However, the facilities may be locked as part of the closing procedures from the prior day. In this event, an access code will be communicated via email by the Program chairperson at the start of the season, or at the time of participant registration.

- Emergencies: In the event of an emergency, Users should call 911. As soon as the situation permits, the Program Contact below should be contacted. To facilitate emergency contact if needed, Users are required to bring an operating cell phone with them when participating in the Program. Users should make themselves familiar with the location of emergency equipment, including the AED and life preservers.
- Obligation to Report Violations: As a condition of participation in the Program, Users are required to report any observed violations of the Program Policies and Procedures to the Program Contact.

Acknowledgements

User understands and acknowledges the following:

- No Lifeguard and Other Risks: User will be swimming at his/her own risk and understands that there will be no lifeguard on duty. Risks include, but are not limited to, risks inherent in the activity of swimming, including injury, disease, sickness, or death. Concurrent with my execution of this Agreement, I have executed the Liability Waiver for the Program, which is incorporated herein.
- Damage to or Loss of Personal Property: User acknowledges that neither Ridgetop, its Board of Directors, nor any associated person or entity is responsible for damage to or loss of personal property occurring during the course of the Program.
- Noncompliance with Policies and Procedures: User understands and agrees that failure to comply with the Policies and Procedures noted above, misuse of the Swimming Pool facilities, or misconduct on the premises will result in removal from the Program without a refund. Financial and legal liability may be pursued as deemed appropriate by Ridgetop.

Program Contact: For any issues regarding the Program, Users should contact the Program chairperson, Michael Hogg, at 804-727-7893 or DeaconHogg@gmail.com.

BY SIGNING THIS AGREEMENT, I AGREE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THE AGREEMENT, INCLUDING THE POLICIES AND PROCEDURES OF THE PROGRAM AS WELL AS THE ACKNOWLEDGEMENTS REGARDING RISKS, DAMAGE TO PERSONAL PROPERTY, AND THE CONSEQUENCES FOR NON-COMPLIANCE.

Name (printed)

Date

Signature

Phone

Email

Emergency Contact (Name)

Phone

Release, Waiver of Liability, Assumption of Risk, and Indemnity / Hold Harmless Agreement

Ridgetop Recreation Association | REAL (Ridgetop Early AM Lap) Swimming

Definitions

- “Agreement” – shall mean this executed Release, Waiver of Liability, Assumption of Risk, and Indemnity / Hold harmless Agreement, in its entirety
- “Program” – shall mean the Off-Hours Adult Lap Swimming Program.
- “Ridgetop” – shall mean Ridgetop Recreation Association.
- “Released Parties” – shall mean Ridgetop, the Ridgetop Board of Directors, and Ridgetop’s managers and staff, as well as each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, legal counsel, contractors, employees, servants, successors, or assigns.
- “Swimming Pool” – shall mean the Ridgetop Recreation Association adult swimming pool and associated facilities and amenities on the Ridgetop property.
- “User” – age 18 or older person using the Ridgetop facilities or participating in the activities of the Swimming Pool and its related amenities as part of the Program.

Term of Program and Agreement

This Agreement shall be effective for the term of the Program, which as of the date of the execution of this Agreement is anticipated to be May 29, 2023 through the end of the Ridgetop summer season unless otherwise stated in a participant communication from the Program chairperson. User understands that the term of the Program is subject to change at any time and for any reason by the Ridgetop Board of Directors without prior notice. User further understands that Ridgetop may terminate this Agreement at any time, for any reason.

User understands and agrees that the allowed use of the Swimming Pool under this Agreement will be permitted only during the term of the Program, as set forth above, for the times set forth by the Ridgetop Board of Directors and Ridgetop at its sole discretion.

Program Participation Agreement

User understands that as a condition of participation in the Program, concurrent with execution of this Agreement, he/she must execute the Program Participation Agreement, which sets forth the terms and conditions of participation in the Program, and penalties for noncompliance. The terms of the Program Participation Agreement are incorporated herein, and User represents that he/she understands and agrees to the terms thereof.

Release, Waiver of Liability, Assumption of Risk, and Indemnity / Hold Harmless

The undersigned User hereby executes this Release, Waiver of Liability, Assumption of Risks, and Indemnity / Hold Harmless Agreement for himself/herself and his or her heirs, assigns, and estate representatives.

In consideration of permission to use the Ridgetop Swimming Pool for the Off-Hours Adult Lap Swimming Program, User does, for himself/herself, his/her spouse, heirs, administrators, personal representatives, and/or assigns, hereby agree not to sue and forever releases, waives, and discharges Ridgetop and/or related parties from liability for ordinary negligence by Ridgetop or any related parties resulting in any damage, injury, disease, sickness, or death to User related to the use or operation of the Swimming Pool or any damage or loss to personal property caused by or related to the use or operation of the Swimming Pool and User's participation in the Program.

User acknowledges that participation in the Program involves physical activity (the Program is restricted to lap swimming) which, by its nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. User understands that swimming is a hazardous activity and that the risks inherent in the activity of swimming include, but are not limited to, minor injuries, drowning, paralyzing injuries, and death. User acknowledges and understands that User will be swimming at his/her own risk and User understands there will be no lifeguard on duty during the times User will be allowed access to Swimming Pool under this Agreement, and User agrees to assume all risks associated therewith. User understands that since no lifeguards or medical personnel will be present during the Program, the risk of harm or serious injury is increased. User has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in the activities associated with the Program. Nevertheless, User asserts that his/her participation in this activity is voluntary and User knowingly assumes all such risks.

User agrees to indemnify and hold the Released Parties harmless from any and all liability, claims, demands, actions, suits, damages, expenses, and costs (including attorney fees) for or arising out of User's participation in the Program, including, but not limited to, (1) any damage, injury, disease, sickness, or death to user related to the use or operation of the Swimming Pool; and (2) any damage or loss to personal property caused by or related to the use or operation of the Swimming Pool. User Furthermore agrees to reimburse Ridgetop for any such damages, expenses, or costs incurred.

User understands, acknowledges, and stipulates that this Agreement agreed to herein by User applies to and includes any such liability, claims, demands, actions, suits, damages, expenses, or costs (including attorney fees) arising out of negligence on the part of the Released Parties.

Severability

User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions, and such other terms and provisions shall remain in full force and effect.

Legal Fees

User agrees that he/she will be responsible for any and all legal fees incurred by Ridgetop for any proceeding or action brought under or with relation to this Agreement.

Jurisdiction

The laws of the Commonwealth of Virginia shall govern this Agreement, and any dispute arising under this Agreement shall be adjudicated in the courts of the County of Henrico, Virginia.

Non-Transferability

This Agreement is non-transferable and may not be assigned. A separate Agreement must be executed for each new Program period (season).

I HAVE CAREFULLY READ THE ABOVE FULLY UNDERSTAND ALL TERMS CONTAINED HEREIN, UNDERSTAND THAT I AM SURRENDERING SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Name (printed)

Date

Signature