

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 30, 2022 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

Phone

Email