

POOL WAIVER OF LIABILITY FORM

This Agreement waives the liability of Bret and Valda Christensen, hereinafter referred to as THE HOMEOWNERS for any use of the facilities, swimming pool of THE HOMEOWNERS. A nonparent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian. --- PLEASE READ CAREFULLY AND SIGN BELOW --- 1. I, the applicant signing below wish either for my family members (if applicable) and/or myself, all whose names are listed below to utilize the facilities or swimming pool, offered by THE HOMEOWNERS. 2. I hereby agree that the use of the facilities or swimming pool is at the risk of each of my family members (if applicable) and/or my own risk. As a condition of each of my family members (if applicable) and/or my use of such facilities or swimming pool, I on behalf of myself, my heirs and assigns and each member of my family listed below, (if applicable) expressly agree to forever discharge, waive and release THE HOMEOWNERS, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of THE HOMEOWNERS, its owners, management, staff, servants, agents, employees and/or independent contractors that each of my family members (if applicable) and/or I may have or acquire against THE HOMEOWNERS, its owners, management, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by any my family members (if applicable) or myself or others resulting from, connected with or caused by the use of THE HOMEOWNERS's facilities or swimming pool, whether located on or off the THE HOMEOWNERS premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such facilities or swimming pool. I further agree to defend, indemnify and hold harmless THE HOMEOWNERS, its owners, management, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by any of my family members (if applicable) and/or myself while utilizing THE HOMEOWNERS's facilities or swimming pool, whether located on or off the THE HOMEOWNERS premises. 3. Children under the age of 18 are not permitted to use the facilities or swimming pool with out the supervision of a parent or guardian who can swim. 4. I declare and affirm that each of my family members (if applicable) and/or myself are in good medical and physical condition and that the use of the THE HOMEOWNERS facilities or swimming pool does not pose any danger to any family member (if applicable) and/or my health. 5.I agree to the request of THE HOMEOWNERS that no bikinis, speedos or other revealing swimwear be worn on the premises without a cover-up. 6. I agree that no inappropriate or vulgar language or actions on my part or of my dependents as these actions may result in being asked t o leave the premises. 7. I agree that each family member (if applicable) and/or I will abide by all the rules and regulations of THE HOMEOWNERS which may be posted at the swimming pool, posted inside THE HOMEOWNERS and/or issued orally. These rules may be amended at the THE HOMEOWNERS's discretion. I agree that each family member (if applicable) and/or I will not engage in behavior injurious to the enjoyment of facilities, swimming pool by other Guests at THE HOMEOWNERS. I understand and agree that each of my family members (if applicable) and/or my use of THE HOMEOWNERS may be immediately terminated if my (or their) behavior is not in accordance with the above. 8. ANY or ALL DAMAGES to any of the following : Swimming POOL (surrounding / Cover or Liner) / Diving Board / outdoor furniture / Surrounding Fence / Yard / Any Plants or gardening - potting tools / Equipment / BBQ / POOL TOYS or anything else inside or outside at time of person using facility either as a registered guest or guest of a guest are to be reimbursed for current replacement value. IF MULTIPLE PEOPLE in Pool at time of breakage and no one solely responsible - ALL PARTIES present will share in financial replacement equally. ANY / ALL Monies OWING FOR DAMAGE will be required to be paid prior to check-out of facility or Item Replacement of same or greater quality must be bought & given prior to check-out. I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and each of my family members (if applicable) by signing the Agreement: on this _____ Day of _____.

Signature: _____ Print: _____

Signature: _____ Print: _____

Signature: _____ Print: _____

Signature: _____ Print: _____

Signature: _____ Print: _____