

POOL USE WAIVER AND RELEASE OF LIABILITY

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This Pool Use Waiver and Release of Liability (this "**Waiver**") is entered into as of [DATE] by and between:

[POOL OWNER / OPERATOR LEGAL NAME], located at [POOL ADDRESS] (the "**Operator**"); and

[PARTICIPANT NAME], an individual residing at [PARTICIPANT ADDRESS] (the "**Participant**"). If the Participant is a minor, this Waiver is signed by the Participant's parent or legal guardian, [PARENT/GUARDIAN NAME] (the "**Guardian**"), on the Participant's behalf.

The Operator and the Participant (or the Guardian signing on the Participant's behalf) are each a "**Party**" and together the "**Parties**."

Recitals. The Operator owns, operates, or controls a swimming pool and related facilities located at the address above (the "**Pool**"). The Participant wishes to use the Pool for recreational swimming and related activities. The Participant understands that the use of any swimming pool involves inherent and significant risks, including the risk of serious injury or death by drowning. In consideration of being permitted to use the Pool, the Participant agrees to the terms below.

1. Grant of Access and Scope

1.1 Permission to use. The Operator grants the Participant permission to enter and use the Pool and its surrounding deck, locker, and amenity areas (collectively, the "**Facilities**") solely for personal, recreational purposes during the hours and on the dates the Operator designates.

1.2 Covered activities. This Waiver applies to all swimming, wading, diving, lounging, and other recreational activities the Participant undertakes in or around the Facilities (the "**Activities**"), whether supervised or unsupervised.

1.3 No lifeguard representation. The Participant acknowledges that the Operator [DOES / DOES NOT] provide lifeguard supervision, and that the presence or absence of a lifeguard does not reduce the Participant's responsibility for the Participant's own safety and the safety of any minor in the Participant's care.

1.4 Guests and minors. If the Participant brings a guest or a minor to the Facilities, the Participant is responsible for that person's conduct, supervision, and compliance with this Waiver and the Operator's posted rules.

2. Assumption of Risk

2.1 Acknowledgment of risks. The Participant understands that the Activities are inherently dangerous and carry risks that cannot be eliminated regardless of the care taken. These risks include, without limitation: drowning; slipping or falling on wet surfaces; diving injuries, including paralysis; cardiac events; exposure to chemicals or contaminated water; and the negligent acts of other users.

2.2 Voluntary participation. The Participant voluntarily chooses to use the Facilities with full knowledge of these risks and assumes all such risks, whether known or unknown and whether or not described in this Waiver.

2.3 Physical condition. The Participant represents that the Participant (and any minor in the Participant's care) is in good health, is physically able to swim or to be safely present in and around water, and has no medical condition that the Activities would make unsafe.

2.4 No reliance. The Participant is not relying on any oral or written representation by the Operator about the safety of the Facilities beyond what is stated in this Waiver.

3. Release and Waiver of Liability

3.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Operator and its owners, employees, agents, members, and property owners (the "**Released Parties**") from any and all claims, demands, causes of action, and liabilities for injury, death, or property damage arising out of or related to the Activities or the Participant's presence at the Facilities.

3.2 Scope of release. This release applies to claims based on the ordinary negligence of the Released Parties to the maximum extent the law of [STATE] allows. It does not, and is not intended to, release the Released Parties from liability for gross negligence, willful or wanton misconduct, or any liability that applicable law prohibits a party from waiving.

3.3 Covenant not to sue. The Participant agrees not to bring any claim or lawsuit against the Released Parties for any matter released under this Section, except to enforce a right that cannot lawfully be waived.

4. Indemnification

4.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim, loss, liability, damage, or cost (including reasonable attorneys' fees) brought by or on behalf of the Participant, a guest, or a minor in the Participant's care arising out of the Activities or a breach of this Waiver.

4.2 Third-party claims. This indemnity includes claims brought by third parties to the extent caused by the conduct of the Participant or a person in the Participant's care.

4.3 Limits. This indemnity does not require the Participant to indemnify a Released Party for that Released Party's own gross negligence or willful misconduct.

5. Rules of Conduct and Safety

5.1 Compliance with posted rules. The Participant will obey all posted Pool rules, signage, and reasonable instructions from the Operator and its staff. The Operator may add or change rules at any time.

5.2 Prohibited conduct. The Participant will not: (a) use the Facilities while impaired by alcohol or drugs; (b) engage in horseplay, running, or unsafe diving; (c) bring glass containers or prohibited items into the Facilities; or (d) use the Facilities outside designated hours.

5.3 Supervision of minors. Any minor must be supervised at all times by a responsible adult who is able to swim and to respond to an emergency. The Operator is not responsible for supervising minors.

5.4 Removal. The Operator may remove from the Facilities any person who violates this Section or who creates a safety risk, without refund or further obligation.

6. Medical Treatment and Emergencies

6.1 Consent to treatment. In the event of an injury or medical emergency, the Participant authorizes the Operator to arrange for emergency medical care and, for a minor, the Guardian consents to such care on the minor's behalf.

6.2 Cost of treatment. The Participant is responsible for the cost of any medical treatment, transportation, or related expense and will not seek reimbursement from the Released Parties.

6.3 Notification. The Participant will provide current emergency contact information and will promptly notify the Operator of any condition or incident that may affect safety.

7. Photographic Release

7.1 Permission. The Operator **[MAY / MAY NOT]** photograph or record the Facilities for safety, security, or promotional purposes, and the Participant consents to incidental capture of the Participant's image in such materials.

7.2 No compensation. The Participant is not entitled to compensation for the use of any image captured under this Section and may revoke consent for promotional use by written notice to the Operator.

8. General Provisions

8.1 Governing law. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Waiver and release rules vary by jurisdiction, and some states limit or prohibit the waiver of certain claims; the Parties intend this Waiver to be enforced to the fullest extent the law of **[STATE]** allows.

8.2 Venue. Any dispute arising out of this Waiver will be brought exclusively in the state or federal courts located in **[COUNTY, STATE]**.

8.3 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be enforced to the greatest extent permitted by law.

8.4 Entire agreement. This Waiver is the entire agreement between the Parties on its subject and supersedes any prior oral or written understanding.

8.5 No waiver by conduct. The Operator's failure to enforce any rule or provision is not a waiver of its right to enforce it later.

8.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

8.7 Acknowledgment. THE PARTICIPANT HAS READ THIS WAIVER, UNDERSTANDS THAT IT RELEASES THE RELEASED PARTIES FROM LIABILITY AND ASSIGNS THE RISK OF INJURY TO THE PARTICIPANT, AND SIGNS IT FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the date first written above.

OPERATOR

PARTICIPANT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

If the Participant is a minor, the parent or legal guardian must sign below:

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to minor: **[RELATIONSHIP]**

Date: _____

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