

BRIARCLIFF COMMUNITY CLUB SWIMMING POOL WAIVER AND RELEASE OF LIABILITY FORM

I, _____ (name), and the following adult family members who are all members in good standing of the BCC, _____

(name and relationship) (the "Authorized Adult Family Members"), wish to use the BRIARCLIFF COMMUNITY CLUB swimming pool during such times that a lifeguard is not on duty (known as "Non-Guarded Hours").

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

- No lifeguard will be on duty during Non-Guarded Hours;
- Only Authorized Adult Family Members in good standing (18yrs old or older) will be allowed entry to the BCC pool area and to swim during Non-Guarded Hours.
- No guests will be allowed entry to the BCC pool area or to swim during Non-Guarded Hours.
- Use of the diving well and the water slide will not be allowed 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:
 - 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 by myself or other participants;
 - Risk of injury arising from any other cause; and
 - General safety risk arising from unsupervised use of the pool during such times that there may be few or no other participants 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 the BRIARCLIFF COMMUNITY CLUB (known as the "BCC") 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 non-guarded access code that will allow access to the pool during Non-Guarded Hours. This access code shall only be used by me and my Authorized Adult Family Members who are allowed to use the pool under our family membership.
- I agree to use the access code only in compliance with the terms of this document, and to take reasonable precautions to prevent unauthorized use of my access code.
- I do hereby affirm that I have read the BCC Pool Rules posted on the BCC web site and that I fully understand said rules.
- I agree to comply with the provisions of this document, including the pool rules set forth on the BCC web site, which are incorporated herein and made a part of this document.
- I will comply with the rules posted by the pool, but in the event of any conflict between the rules posted by the pool and the rules set forth in this document, those set forth in this document shall control.
- I understand rules may be changed and new rules may be implemented by the BCC during the pool 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.

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I understand that if, at any time in the future, I no longer have swimming privileges at the BCC pool, my right to use the pool during Non-Guarded Hours will terminate, and my access code will be deactivated by the BCC.

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 at all times.

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

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

I hereby agree to indemnify and hold the Releasees harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related costs or expenses, including reasonable attorney's fees, that may arise as a result of my own conduct or omissions with regard to the BRIARCLIFF COMMUNITY CLUB swimming pool, or the conduct or omissions of anyone for whom I am responsible, including authorized Adult Family Members' 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 Adult 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 agree to indemnify and hold the Releasees harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related costs or expenses, including reasonable attorney's fees, that may arise as a result of my own conduct or omissions with regard to the BRIARCLIFF COMMUNITY CLUB swimming pool, or the conduct or omissions of anyone for whom I am responsible, including Authorized Adult Family Members.

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 on my non-guarded access code other than me and Authorized Adult Family Members who are allowed pool privileges under our BCC 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 or on behalf of my estate.

This Waiver and Release of Liability Form shall be construed, interpreted and enforced in accordance with the laws of the State of Tennessee, and any litigation involving this document shall be brought exclusively in the courts of Anderson County, Tennessee.

I do hereby affirm that I have read this Waiver and Release of Liability Form, including the pool rules set forth on the BCC web site, and I understand that I have been advised to review this document with Legal Counsel and that I have either reviewed with Legal counsel or waived the right to same.

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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 Releasees, 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)

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)

Agreed this ____ day of _____, 20__.
Signed: _____

By: _____
(print name)

Use additional signature pages for each Authorized Adult Family Members, if necessary.

For Official BCC Use Only:

Waiver Form Received by: _____;

Date Received: _____

Waiver Form Checked Against Gate List for all Adult Family Members:

Checked by: _____;

Date checked: _____

Access Code Issued: _____;

Date Issued: _____