

# **SUGAR CREEK EARLY MORNING ADULT SWIM PROGRAM WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for receiving permission to participate in the Early Morning Adult Swim (EMAS) program at the Sugar Creek HOA pool, located at 103 Sugar Creek Road, Greer, SC, I hereby release, waive, discharge and covenant not to sue Sugar Creek HOA or Upstate Pool, its officers, servants, agents and employees (hereinafter referred to as "releasees"), and to release them from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the EMAS program at the Sugar Creek pool.

2. I am fully aware of risks and hazards connected with being on the pool premises and participating in lap swimming, and I am fully aware that there will be no life guard on duty and no person shall be devoted to overseeing my safety or wellbeing, while I am in the pool or on the associated pool deck. Additionally, I understand that solo swimming is very risky and should be avoided. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the EMAS program at the Sugar Creek pool.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in this swimming activity, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_