



Instructor: _____

DEL SUR COMMUNITY ASSOCIATION

INFORMED CONSENT, RELEASE AND WAIVER AGREEMENT

Thank you for using the Del Sur Community Association ("Association") recreational facilities. The Association requests your understanding and cooperation in maintaining your safety and the safety of any persons you are responsible for, as well as protecting the Association (i.e., the Del Sur Community Association members) against liability, by carefully reading and signing the following Agreement.

I, _____ declare that the following Participant(s) _____ intends to use the Association's swimming pool to receive swimming lessons. In consideration for being allowed to use the swimming pool for these Lessons, I declare as follows:

- 1) I understand that THERE IS NO LIFEGUARD ON DUTY at the Association's swimming pool and that every person who uses the swimming pool does so at his or her own risk.
- 2) I understand that each individual (myself/Participant included) has a different capacity for using the swimming pool. I assume full responsibility for my choice to use, at my own risk, or allow Participant to use, the swimming pool.
- 3) I accept personal responsibility to always act/ensure Participant always acts in a safe manner and to abide by the rules and regulations of the Association whenever I use/Participant uses the swimming pool.
- 4) I understand that part of the risk involved in using the swimming pool is relative to the user's fitness or health (physical, mental or emotional) and to the awareness, care and skill used. I acknowledge that my choice to use/to allow Participant to use the swimming pool for Lessons brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use/Participant possesses and uses.
- 5) I understand that different swimming instructors have different levels of health, fitness, training and skill. I further understand that I am solely responsible for evaluating, selecting and contracting with the party that will be providing the Lessons. The Association has no involvement in the evaluation, selection or contracting process and provides no opinion on the qualifications of any Lessons provider.
- 6) I understand that using the swimming pool for Lessons or any other activity involves risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks on behalf of myself/Participant. I further agree that I assume all risk of loss attendant upon my/Participant's consumption of alcohol or medications and other substances which might result in impaired judgment and/or coordination, and I agree that I/Participant will refrain from physical activities in and around the pool facility at any time I Have/Participant has ingested such substances.
- 7) I declare myself/Participant to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent me/Participant from safely using the swimming pool for Lessons.



- 8) I understand that I have been strongly advised to obtain my/Participant's doctor's approval before participating in any activities, especially any exercise, aerobics or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my/Participant's doctor the activities that are best suited to me/Participant.
- 9) I understand that my decision to use/allow Participant to use the swimming pool for Lessons is voluntarily. The Association does not have the expertise or resources to review and evaluate, and is not responsible for reviewing and evaluating, my decision to use/allow Participant to use the swimming pool, my choice of a Lessons provider, or the qualifications and skill of the provider. I acknowledge that I have/Participant has either had a physical examination and been given physician's approval to use the swimming pool, or I have elected to participate/allow Participant to participate in Lessons without the approval of my/Participant's doctor and hereby assume all risk and responsibility for my/Participant's participation in any and all related events and/or activities.
- 10) I expressly acknowledge that the Association's swimming pool is for the non-exclusive use of all Del Sur residents and their guests, and that my/Participant's use of the swimming pool for Lessons does not entitle me/Participant and/or the Lessons provider to prevent or hinder others from using the swimming pool at any time, including times when the Lessons are being performed. Further, I agree that I/Participant and the Lessons provider will show consideration for other swimming pool users and will not engage in any activity that directly or indirectly prevents or significantly hinders others from using the swimming pool.
- 11) I understand that using the swimming pool for Lessons may involve risk to third parties, including economic loss, health, disabilities or death, and I willfully and voluntarily assume liability on behalf of myself/Participant for any injury or death to third parties connected with, caused by or resulting in any way from the Lessons to the extent the Lessons provider and/or his/her/its insurance carrier does not assume liability.
- 12) I agree that I will only utilize a Lessons provider who maintains liability insurance for the services provided. I further agree that I will ensure Black Mountain Ranch LLC and Del Sur Community Association are named as additionally insured under the Lessons provider's policy and that a copy of the policy evidencing the same is provided to the Association along with the Lessons provider's name and contact information prior to any Lessons.
- 13) I agree to immediately inform a representative of the Association and to stop using/have Participant stop using the swimming pool, if I/Participant or Lessons provider observe any unsafe condition, and to call 911 if I experience/Participant experiences any pain, discomfort or other symptoms that I/Participant may suffer during or after using the swimming pool.
- 14) I agree to immediately cease/have Participant and have Lessons provider immediately cease using the swimming pool any time Association's pool maintenance vendor or any other Association agent or representative notifies me/Participant that for maintenance, safety or other reasons, the swimming pool cannot be used. I further agree to only resume use/allow Participant and Lessons provider to resume use of the swimming pool once Association's pool maintenance vendor or other Association agent or representative notifies me/Participant that the swimming pool is reopened for use.



- 15) I understand that in the course of, or in connection with the Lessons, the Lessons provider may have me/Participant use a personal floatation device ("Safety Device"). I assume full responsibility for the use of the Safety Device. I have carefully read and agree to strictly comply with the instructions for using the Safety Device.
- 16) I understand that by signing this document, I am acknowledging and accepting full responsibility for my/Participant's and Lessons provider's use of the swimming pool for the Lessons and the use of any Safety Device.
- 17) By signing this document, I acknowledge that I have voluntarily chosen to participate in/allow Participant to participate in the activities described herein. In exchange for and in consideration of being allowed to participate in the activities described herein, I assume all risk for my/Participant's and Lessons provider's health and, on behalf of myself, Participant, our heirs, beneficiaries, dependents and personal representatives, release, waive, discharge and hold harmless the Association, all of its affiliated corporations and their respective directors, officers, employees and agents from any and all liability to me, Participant and/or my and Participant's family, heirs and assigns, as a result of any injury or death arising from or related to my/Participant's participation in the events and/or activities, even if said injury or death arose from the passive or active negligence of the released persons and entities. For myself, Participant and our heirs, successors and assigns, I ALSO COVENANT NOT TO SUE THE SAID PERSONS OR ENTITIES FOR ANY CLAIM ARISING FROM SUCH INJURY OR DEATH.
- 18) By signing this document, I expressly agree to defend and indemnify the Association, all of its affiliated corporations and their respective directors, officers, employees and agents against any third party claims of damage, injury, economic loss or death arising from or related to the Lessons, the use of a Safety Device, and/or my/Participant's participation in the events and/or activities, even if said damage, injury or death arose from the passive or active negligence of the released persons and entities.
- 19) I RECOGNIZE AND EXPRESSLY ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ALSO WAIVING THE RIGHT OF PARTICIPANT AND OTHERS TO SUE OR OTHERWISE PURSUE ANY CLAIM AGAINST ASSOCIATION AND ITS AFFILIATED CORPORATIONS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FOR ANY CLAIM ARISING FROM PARTICIPANT'S INJURY OR DEATH. I AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, ALL OF ITS AFFILIATED CORPORATIONS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, IN THE EVENT PARTICIPANT OR ANY OTHER PARTY OR PARTIES SUES OR OTHERWISE SEEKS RECOVERY FOR ANY CLAIM ARISING FROM SUCH INJURY OR DEATH.



I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the activities described above.

Date: _____

Name of Resident: _____

Signature: _____

Member/Resident Del Sur Address: _____

Resident Phone Number: _____ Resident Email: _____

Instructor: _____

Instructor's Phone Number: _____

Instructor's Email Address: _____