

WAIVER AND RELEASE FROM LIABILITY FOR USE OF POOL CENTER FACILITIES

Hopewell Tennis and Swim Center, 111 Titus Mill Rd, Pennington NJ 08534

I, _____, (hereinafter referred to as "GUEST")
HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the Hopewell Tennis and Swim center and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center.

I understand that the activities that I will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me, or property, that I may have against the aforementioned released party to such activity.

I certify that I possess the necessary and requisite skills to participate in all facets and activities of and requested of this facility. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Hopewell Tennis and Swim Center including but not limited to receiving swimming lessons at the facility, using the facility, pool, and its equipment in any manner form or fashion, and practicing and/or engaging in swimming/diving activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

(Guest Full Printed Name)

(Guest Birthday)

(Guest Signature)

(Date)

WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY FOR USE OF POOL CENTER FACILITIES

Hopewell Tennis and Swim Center, 111 Titus Mill Rd, Pennington NJ 08534

I, _____, on behalf of _____, (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the Hopewell Tennis and Swim center and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD's participation in any of the events or activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center.

I understand that the activities that said CHILD will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me, said CHILD, or property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets and activities of and requested of this facility. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Hopewell Tennis and Swim Center including but not limited to receiving swimming lessons at the facility, using the facility, pool, and its equipment in any manner form or fashion, and practicing and/or engaging in swimming/diving activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

(Child Full Name)

(Child Birthday)

(Parent/Guardian Printed Full Name)

(Parent/Guardian Signature)

(Date)