

## **PIEDMONT RECREATION ASSOCIATION EARLY MORNING ADULT SWIM PROGRAM AGREEMENT AND WAIVER OF LIABILITY**

1. In consideration for receiving permission to participate in the Early Morning Adult Swim (EMAS) program at the PIEDMONT pool, located at 509 Homewood Drive, Huntsville, AL, I hereby release, waive, discharge and covenant not to sue Piedmont Recreation Association, its officers, directors, servants, agents or 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 Piedmont 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 Piedmont 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.
5. I understand and agree and that the EMAS program lasts from 6:00 am – 8:00 am on Mondays through Fridays. The EMAS program will terminate in August or September 2016, on the day the pool is closed to the membership of the pool, or it will terminate at the will of the Board of Directors of the Piedmont Recreation Association, whichever comes first.
6. I understand and agree that I will be given an access code for entry to the pool area, and that this access code is confidential. I understand and agree that if I provide this access code to someone without authorization to do so, the code may be changed and I may not be provided the new access code.
7. I understand and agree that I will not provide access to EMAS to anyone who has not executed an EMAS Agreement and Waiver of Liability and UNDER NO CIRCUMSTANCES will I provide access to EMAS to anyone under 18 years of age.
8. I understand and acknowledge that the Board of Directors of the Piedmont Recreation Association retains the authority to terminate the EMAS program, or to terminate access to the EMAS program to any person, at its will.

In signing this release, I acknowledge and represent that:

1. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
2. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
3. I am at least eighteen (18) years of age and fully competent; and
4. 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: \_\_\_\_\_