

SWIMMING POOL WAIVER AND RELEASE

THIS WAIVER AND RELEASE MUST BE SIGNED
FOR EACH CHILD USING THE TAOS SPA & TENNIS CLUB
POOL BY SUCH CHILD'S OWN PARENT OR LEGAL GARDIAN.

I, _____, represent that I am the parent or legal guardian of

("Child").

1. I hereby give permission for Child to use the swimming pool and facilities of the Taos Spa & Tennis Club. I understand the dangers associated with use of a pool by children and the need for safety precautions.
2. I agree that I will remain in Child's immediate presence while Child is in or near the pool and will remain in eye contact with Child at all times. I understand and agree that I am primarily responsible for Child's welfare and safety and ***that the lifeguard on duty is my backup, not my substitute*** in this vital responsibility.
3. I understand and agree that use of the swimming pools involves many risks, dangers and hazards, including heat or sun-related injuries or illness, fatigue, chill or dizziness, accidents, negligence of other users of the pool, malfunction of pool equipment, risk of injury from tripping or falling over obstacles in the pool area, and risk of injuries from the collision of swimmers. I freely accept and assume on behalf of Child all risks, dangers and hazards associated with the use of the swimming pools, and any ancillary or incidental activities, ***including the possibility of great bodily or catastrophic injury or death***, and any property damage or loss resulting from the direct or indirect use of the swimming pools.
4. I waive any and all claims that Child may have against the Taos Spa & Tennis Club and including any duty of care to safeguard or protect Child from risk or hazards of use of the pool whether arising directly or indirectly in connection with my use of the pool.
5. I indemnify, defend and hold harmless the Taos Spa & Tennis Club from any claims, suits, expenses and costs, including but not limited to expenses, costs, fees and attorney's costs for damage and personal injury to any person resulting from any accident, negligent act or omission of Child. I indemnify, defend and hold harmless the Taos Spa & Tennis Club from any and all liability for any property or personal

injury, including emotional or mental injury to any third party resulting from Child's participation or involvement in the pool.

- 6. I expressly agree that this Waiver and Release is intended to be as broad and inclusive as permitted by law and that if any portion of this Waiver and Release is held invalid, the balance shall, notwithstanding continue in full legal force and effect.**

I DECLARE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE CONTENTS OF THIS WAIVER, RELEASE AND INFORMED CONSENT IN ITS ENTIRETY.

Signature: _____

Print Name: _____

Name of Child: _____

Age of Child: _____

Date: _____