

# FAIRWAY FARMS SWIM & TENNIS CLUB

## WAIVER OF LIABILITY/PERMISSION FORM

This Agreement waives the liability of Fairway Farms Swim and Tennis Club (“Swim Club”) for any use of the services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds.

**A NON-PARENT CANNOT LEGALLY SIGN THIS WAIVER FOR OTHER PEOPLE’S CHILDREN. IT MUST BE SIGNED BY A PARENT/LEGAL GUARDIAN.**

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the applicant signing below wish either for myself or my child \_\_\_\_\_ (print name) to utilize the services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds.

2. I hereby agree that the use of the services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds, is at my and my child’s own risk. As a condition of my and my child’s use of such services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds, I, on behalf of myself, my heirs and assigns and on behalf of my child (and my child’s heirs and assigns) expressly agree to forever discharge, waive and release the Swim Club, its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Swim Club and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my child resulting from or connected with or caused by the use of the services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds. I further agree to defend, indemnify and hold harmless the Swim Club and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, losses and liabilities arising from, connected to, and/or arising from my and/or my child’s use of the services and facilities at the Swim Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds.

3. I declare and affirm that I and my child are (or are) in good medical and physical condition, and use of the services and facilities at the Swim Club does not pose any danger to my or my child’s health. I further agree to abide by the rules and regulations of the Swim Club, as they now exist or may be amended in the discretion of the Swim Club.

**I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself and my child.**

\_\_\_\_\_  
Member/Bond # (print name)

\_\_\_\_\_  
Member/Bond # (sign name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant (print name)

\_\_\_\_\_  
Applicant (sign name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child’s Printed Name

\_\_\_\_\_  
Parent/Guardian (sign name)

\_\_\_\_\_  
Date

Telephone Number: \_\_\_\_\_