

**SOUTH WINDSOR SWIM & TENNIS CLUB WAIVER OF LIABILITY GUEST FORM**

This Agreement waives the liability of the South Windsor Swim & Tennis Club, hereinafter referred to as SWSTC for any use of all facilities, swimming pool and/or tennis courts of SWSTC.

PLEASE READ CAREFULLY AND SIGN BELOW (ONLY ONE PARENTAL SIGNATURE REQUIRED)

1. I, the GUEST (on behalf of all family members) signing below wish either for myself or my family members (if applicable) \_\_\_\_\_(printed name all guests) to utilize all facilities, swimming pool, and/or tennis courts located on the SWSTC.

2. I hereby agree that the use of all facilities, swimming pool, and/or tennis courts is at my family's (if applicable) and my own risk. As a condition of my and my family's (if applicable) use of such facilities, swimming pool and/or tennis courts, I on behalf of myself, my heirs and assigns and my family (if applicable) expressly agree to forever discharge, waive and release SWSTC, its owners, members, board of directors, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of SWSTC, its owners, members, board of directors, staff, servants, agents, employees and/or independent contractors that I or my child (if applicable) may have or acquire against SWSTC, its owners, members, board of directors, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by my family (if applicable) or myself or others resulting from, connected with or caused by the use of SWSTC's facilities, swimming pool and /or tennis courts located on the SWSTC premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such facilities, swimming pool or tennis courts. I further agree to defend, indemnify and hold harmless SWSTC, its owners, members, board of directors, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by me or my family's (if applicable) use of SWSTC's facilities, swimming pool and tennis courts, located on the SWSTC premises.

3. I declare and affirm that I and my family (if applicable) am (or are) in good medical and physical condition and that the use of the SWSTC facilities, swimming pool and/or tennis courts does not pose any danger to me or my family's (if applicable) health.

4. I agree that I and my family (if applicable) will abide by all the rules and regulations of the SWSTC, which may be posted at the SWSTC, or issued orally and/or published in the Rules of the Club. These rules may be amended at the Club's discretion. I agree that I and my family (if applicable) will not engage in behavior injurious to the enjoyment of the SWSTC by other Members or Guests. I understand and agree that my and my family's (if applicable) use of SWSTC may be immediately terminated if my (or their) behavior is not in accordance with the above.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my family (if applicable) by signing the Agreement.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
All Family Members Printed Names

Day Time Telephone #: \_\_\_\_\_ Evening Telephone #: \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_