



Colby Lake Swim & Tennis Association
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RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT for use of COLBY LAKE SWIM & TENNIS ASSOCIATION’S SWIMMING POOLS.

Definitions:

- “Association” – Colby Lake Swim & Tennis Association.
- “Minors” – shall mean the following minors who are the children, foster children, wards, or otherwise legal responsibility of the Users.

Name: _____ Age: _____,

Name: _____ Age: _____,

Name: _____ Age: _____,

Name: _____ Age: _____,

Name: _____ Age: _____,

- “Released Parties” – shall mean the Association, its directors, officers, employees, agents, representatives, successors, or assigns.
- “Swimming Pools” – shall mean the Association’s swimming pool, spa, and/or wading pool at 2323 Leyland Trail in Woodbury, Minnesota.
- “Users” – shall mean each signatory to this document and each signatory’s Minors, heirs, successors, representatives, and assigns.

The undersigned Users do hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/theirself and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Association’s Swimming Pools, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pools. Users also acknowledge and understand that use of the Swimming Pools by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pools. **USERS UNDERSTAND THERE WILL BE TIMES WHEN THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOLS UNDER THIS AGREEMENT AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**

Users understand and agree that each of his/her/their guests must sign a Guest Release form prior to allowing access to the Pools.

In exchange for being permitted to use Swimming Pools and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/theirself, release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pools: (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pools.

In consideration for being allowed to use the Swimming Pools under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF; (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOLS; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOLS.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

Users agree that he/she/they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this agreement.

Initial(s): _____ We hereby acknowledge that **A LIFEGUARD MAY NOT BE ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY**.

_____ We hereby acknowledge we have read the Pool Rules as posted on the website and hereby accept them and agree to abide by each such rule.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Street Address

User Signature

Date

User Name Printed

Street Address