

Waiver and Consent Form
TALLYN'S REACH METROPOLITAN DISTRICT NOS. 2 & 3 AND
TALLYN'S REACH AUTHORITY

Pool Use Outside Regular Operating Hours

NO LIFEGUARD ON DUTY

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I desire to use the pool facilities owned or operated by Tallyn's Reach Metropolitan District Nos. 2 & 3 and Tallyn's Reach Authority ("Tallyn's Reach") before regular operating hours, and recognize the possibility of physical injury and loss associated with activities including but not limited to swimming and sports. I recognize and accept that lifeguards and other staff are not on duty before regular operating hours and, furthermore, recognize and accept the risk associated with the use of the pool facilities without the supervision of a lifeguard and/or any other staff. I agree that I will abide by the rules, regulations, and policies of Tallyn's Reach, and release Tallyn's Reach from all liability for property damage and bodily injury, including but not limited to drowning or death, occurring directly or indirectly, in connection with use of the pool before regular operating hours. I further acknowledge that I am authorized to use the pool, clubhouse, sports fields or use other equipment, amenities, premises or property (collectively, the "Recreation Amenities") of Tallyn's Reach, and have completed the Information and Registration Form, on which I am listed as an owner residing within Tallyn's Reach, or an authorized user.

I (adult participant) agree as follows:

1. **to release and agree not to sue Tallyn's Reach**, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs, (hereafter collectively 'claim' or 'claim(s)') for any injury, damage, death or other loss in any way connected with my participation in activities, known and unknown, and/or use of any equipment, facilities or premises of Tallyn's Reach. **I understand I agree here to waive all claim(s) I or my children may have against Tallyn's Reach and agree that I, nor anyone acting on my behalf, will make a claim against Tallyn's Reach as a result of any injury, damage, death or other loss suffered by me:**

2. **to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) Tallyn's Reach, its directors, employees, agents, and subcontractors of Tallyn's Reach with respect to any and all actions, liabilities, suits, and/or claim(s): (a) brought by or on behalf of me, my children or a family member for any injury, damage, death or other loss in any way connected with my participation in activities, and/or use of the pool facilities before regular operating hours and without the supervision of an on-duty lifeguard or other staff; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused by my conduct in the course of participating in activities, and/or using the pool facilities before regular operating hours.

I _____ UNDERSTAND THAT AT NO TIME BEFORE REGULAR OPERATING HOURS WILL THERE BE PRESENT IN THE POOL OR POOL FACILITIES AN ON-DUTY LIFEGUARD OR OTHER STAFF. I UNDERSTAND AND ACCEPT THAT USE OF THE POOL AND POOL FACILITIES WITHOUT THE SUPERVISION OF AN ON-DUTY LIFEGUARD IS DANGEROUS AND POSES A RISK TO MY SAFETY. I HEREBY ACCEPT THE RISK OF USING THE POOL AND POOL FACILITIES BEFORE REGULAR OPERATING HOURS WITHOUT THE SUPERVISION OF AN ON-DUTY LIFEGUARD OR OTHER STAFF.

Initial _____

This Release, Waiver and Indemnity Agreement includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

Adult participant agree: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate.

Signature

Date

Print Name