

EARLY SWIM PROGRAM RULES - 2021

All participants of the Adult Off Hours Swim Program agree to adhere to the following rules of the program.

Anyone found to have violated any of these rules, can and will be banned from the program. The continuation of this program is based upon all participants complying with these rules.

--Leafmore Creek Park Club Board

1. Must be 18 years and older.
2. Must register your name and contact information with the program organizer/LCP Pool Chairperson via registration form.
3. Must have signed the LCP waiver releasing the LCP Board and Club of potential legal liability.
4. No swimming alone! Must have 2 people at all times.
5. Must have a personal cell phone available on the pool deck.
6. Must have a designated person to unlock and re-lock the pool. Gate should always remain closed.
7. Problems regarding the off hours swim program, including the schedule for those opening and closing the pool shall be directed to Linda Gooding (linda.r.gooding@gmail.com , 404-660-0967) or other designated organizers... Not the pool chair people or manager.
8. Only problems regarding the facility, vandalism or violations of these guidelines should be directed to the Pool Chairperson or Pool Manager.
9. Any participants given access to the pool safety codes or keys pledge to keep the codes private and will NOT pass the key on to others or make copies.
10. Participants will sign a daily log prior to swimming.
11. NO ONE SHALL SWIM OR BE ON THE POOL DECK DURING LIGHTENING OR THUNDER STORMS.
12. Pool shall only be used for lap swimming. NO DIVING allowed.
13. The pool gate and restrooms will be locked and left as found at the end of each adult lap swim period.
14. Emergency phone is located in the guard room and pool manager office. **In case of emergency, call 911.** When the situation is stable, notify the Pool Manager, Pool Chair, or Board President of the incident.
15. It is each participant's obligation to uphold the programs rules and to report individuals who are not complying with the programs strict safety guidelines, including any rules or guidelines established by the Leafmore Creekpark Club Board regarding COVID-19.

NAME: _____ Email: _____

Phone: HM _____ Cell: _____

I agree to comply with all the above safety rules of this program.

Signature Date: _____

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

2021 Pool Season

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

WAIVER/RELEASE:

In consideration of permission to use the property, facilities, equipment, and/or services of the Leafmore Creek Park Club (“the Club”) for the pre-opening morning swim program (“Morning Swim”), I do for myself, my spouse, heirs, administrators, personal representatives, and/or assigns, hereby forever release, waive, discharge, and agree not to sue the Club, its board of directors, members, officers, employees, servants and/or agents (cumulatively, “the Released Parties”) of and from liability or ordinary negligence by any the Released Parties resulting in personal injury, accident or illness (including death) and property loss arising from, but not limited to, participation in the Morning Swim and/or the use of facilities and equipment at the Club during the Morning Swim.

ASSUMPTION OF RISKS:

I further recognize that participation in the Morning Swim is a physical activity, which, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that swimming is a HAZARDOUS activity, and that the risks inherent in the sport of swimming include (but are not limited to) minor injuries, drowning, paralyzing injuries and death. I understand that, since no lifeguards or other rescue or medical personnel will be present during the Morning Swim, the risk of harm or serious injury is increased. I understand that the Club has established rules and guidelines to enable members to exercise and have fun at the Club pool, while at the same time working to reduce risk of transmission and/or exposure to COVID-19, but that the risk of transmission and/or exposure and the associated risks to my health and the health of those with whom I physically associate is not eliminated. I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the Morning Swim. Nevertheless, I hereby assert that my participation in this activity is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

I also agree to INDEMNIFY AND HOLD THE CLUB HARMLESS from any and all claims, actions, suits, demands, costs, expenses, damages and liability (including attorney fees) brought as a result of my participation in the Morning Swim and to reimburse the Club for any such expenses incurred.

SEVERABILITY:

The undersigned further expressly agrees that this Waiver Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia, and that if any portion of this Waiver Agreement is held invalid, it is further agreed that the remaining portions of the Agreement will continue in full legal force and effect.

I HAVE CAREFULLY READ THE ABOVE, FULLY UNDERSTAND ALL TERMS CONTAINED HEREIN, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS (INCLUDING MY RIGHT TO SUE), ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Date

Printed Name

Street Address

Telephone Number

City, State & Zip Code