

Waiver and Release of Liability for Pool and Facilities

In consideration of my use of the pool and facilities provided by Shelter Bay Community, Inc., I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that arising from personal injuries (including death) sustained by me or my child/ward in, on, or about the premises, or as a result of the use of the pool or facilities, regardless of whether such injuries result, in whole or in part, from negligence of Shelter Bay Community, Inc.. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my child/ward, and I hereby fully and forever release and discharge Shelter Bay Community, Inc., its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said pool and facilities.

I expressly agree to indemnify and hold Shelter Bay Community, Inc. harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my child/ward.

I agree to be solely responsible for the safety and well-being of my child/ward and /or myself. I understand that Shelter Bay Community, Inc. does not provide certified lifeguards, instruction or assistance for the use of the pool facilities and equipment.

I agree to comply with all rules imposed by Shelter Bay Community, Inc. regarding the use of facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all time, and to refrain from using equipment in a manner inconsistent with its intended design and purposes.

I agree to abide by the restrictions set forth in the Shelter Bay COVID-19 Prevention and Response Plan including but not limited to: physical distancing, mask, hygiene, and occupancy requirements.

I understand and acknowledge that the use of the pool and equipment involves risk of serious injury, including permanent disability and death. I hereby certify that I know of no medical problems that would increase my/my child's/my ward's risk of illness or injury as a result of use of the Shelter Bay Community, Inc. pool facilities and/or equipment.

I understand and agree that Shelter Bay Community, Inc. is not responsible for property that is lost, stolen or damaged while in, on, or about the premises.

I have read the foregoing waiver and release of liability and have voluntarily executed this document with full knowledge of its content.

Date: _____ Lot(s) # _____

Signature: _____
(Parent or guardian if under 18)

Printed Name: _____