

2024 MONTCLAIR RECREATIONAL FACILITY & EXTENDED POOL HOURS
ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Please read this form carefully and be aware that in utilizing the swimming pool during unstaffed hours, you will be **expressly ASSUMING THE RISK AND LEGAL LIABILITY and WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS which you and your family members might sustain associated with the use of the Montclair Swimming Pool.**

RECREATIONAL FACILITY AND POOL AREA

Montclair Recreation Facility and Pool area includes: Swimming Pool, Kids Wading Pool, Concession Stand, Men & Women's bathrooms and showers, Pool Pavilion, Playground and open field.

POOL RULES

I have been given a copy of the Montclair Association, Inc. Pool Rules and agree to familiarize yourself and your family members with the rules of the Montclair Pool and agree to abide by all pool rules.

I understand and agree that the Montclair Board of Governors retains the right to suspend or expel swimming pool users from use of the swimming pool amenities for failure to comply with all posted and/or promulgated rules

I understand and agree that during times of NO LIFEGUARD ON DUTY, pool use is SWIM AT YOUR OWN RISK and NO ONE UNDER THE AGE OF 16 is allowed in the pool without a parent or appointed guardian over the age of 16, except when the pool is staffed.

I understand and agree that the Association keeps and maintains digital records of whomever gains access to the pool by use of their key code and that the pool grounds are **under 24-hour video surveillance**. If someone gains access to the pool using my key code, whether authorized or not by me, I agree to assume full responsibility for them, their actions, and for any damage they might cause or suffer. ***If I think my key code is being used by someone unauthorized, I must contact Montclair immediately at montclairhoa17@gmail.com so that the code can be deactivated.***

I understand that people with the right to enter and use the pool amenities have been provided a valid pool key code for entry. I understand that I am not to allow anyone to enter the pool who is not listed on my membership during unstaffed hours. Providing access to unauthorized people will result in suspension of my pool privileges.

I agree that any violation of the pool rules may result in the loss of your privileges to use the swimming pool.

WAIVER & RELEASE OF CLAIMS

By signing this form, I agree to WAIVE ALL CLAIMS I have or may have arising from my use of the Montclair Pool and surrounding area as described above. I hereby waive and forever discharge any and all liability claims and demands of whatever kind or nature against Montclair, its agents, representative, officers, directors, employees, instructors or Board of Governors ("Released Party"), either in law or in equity, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind of the Released Party. This WAIVER and RELEASE includes but is not limited to death, bodily injury, illness, economic losses or out of pocket expenses, or loss or damage to property. I understand and agree that this waiver and

release is binding on my heirs, assignee, next of kin and/or legally appointed or designated representatives and is intended to apply to and include any claims that may hereinafter accrue or arise from my participation in these activities. I agree and intent that this release and waiver is to be interpreted to provide full release of liability to the fullest extent permitted by law and waive any claim that I may have.

ASSUMPTION OF RISK

By signing this form, I agree to assume all risks arising from activities associated with use of the Montclair Recreational Facility and Pool area as described above, even those allegedly caused by the negligence or conduct of Montclair agents, officers, representative and/or employees. I understand that there are inherent risks associated with the use of the Montclair Pool and surrounding area which may be both foreseen and unforeseen and include serious injury and/or death;

INDEMNITY

By signing this form I agree to Indemnify and hold harmless Montclair, its owners, successors, heirs, assigns, agents, employees and the Montclair Board of Governors, from all liability for any loss, damage, injury, illness, death and/or expenses that I or any person(s) in my care, custody or present under my Montclair Association, may suffer arising out of the use of the Montclair Recreational Facility and Pool area.

I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT

You understand your specific 5-digit key code for entry is _____

Print your name _____

Signature _____ **Date** _____

Entry code verified by: _____ **Date** _____

PERSONS authorized to use the above Key Code for entry to the Montclair Courts:

1. _____ DOB _____
2. _____ DOB _____
3. _____ DOB _____
4. _____ DOB _____
5. _____ DOB _____
6. _____ DOB _____