

Waiver of Liability

This agreement waives the liability of The Dolphin Club in Troy, Inc. hereinafter referred to as "Club" for any use of the services, facilities, swimming pool and/or programs of "Club". A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian.

PLEASE READ CAREFULLY AND SIGN APPLICATION:

I, the applicant, by signing below, wish for myself and other listed individuals (if applicable) to utilize the swimming pool, and or programs at my child's (if applicable) and my OWN RISK. As a condition of my and my child's (if applicable) use of such services, facilities, and swimming pool, I and my heirs and assigns expressly agree to forever discharge, waive and release "Club", its owners, management, staff, servants, agents, employees, and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of "Club", its owners, management, staff, servants, agents, employees and independent contractors on account of bodily injury, mental injury and/or property damage from any mishap, accident, loss, damage or injury suffered by myself or my child (if applicable) or others resulting from, connected with or caused by the use of "Club's" services, swimming pool and/or facilities weather located on or off the "Club" premises, including, but not limited to any injury resulting from mechanical defects or failure of equipment of devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless "Club", its owners, management, staff, servants, agents, employees and independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or cased by my or my child's (if applicable) use of "Club's" services, swimming pools and facilities, weather located on or off the "Club" premises.

I declare and affirm that I and my child (if applicable) are in good medical and physical condition and that use of the "Club" services, facilities, and swimming pool does not pose any danger to my or my child's health.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself, my children and all who may be on my "Club" membership application.

Date

Member Signature