



299 Market Street
Swansea, MA 02777
508-379-9886

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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

WAIVER/RELEASE:

In consideration for being permitted to use the property, facilities, equipment and services of The Pool Club @ SCC (the 'Club'), I, on behalf of myself, my heirs, personal representatives and assigns, knowingly release, waive, discharge and covenant not to sue Palmer River Golf Club, LP d/b/a The Pool Club @ SCC and Swansea Country Club, together with their owners, directors, officers, employees, agents and representatives, for claims arising from my use of the Club, including claims for personal injury, illness, death or property damage, to the fullest extent permitted by Massachusetts law.

ASSUMPTION OF RISKS:

I understand that participation in swimming, golf and other recreational activities involves inherent risks that cannot be completely eliminated. These risks include, but are not limited to, slips and falls, collisions, drowning, heat-related illness, equipment failure, eye injuries, concussions, heart-related events, paralysis and death.

I acknowledge that my participation is voluntary and that I knowingly and freely assume all risks, both known and unknown, associated with participation and use of the Club.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

I agree to indemnify and hold harmless the Club from claims, demands, damages, liabilities, costs and reasonable attorneys' fees arising from my participation or violation of Club rules, to the extent permitted by law.

SEVERABILITY:

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted under Massachusetts law.

I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS, AND SIGN IT FREELY AND VOLUNTARILY FOR MYSELF AND, IF APPLICABLE, MY MINOR CHILD(REN).

Signatures (all must sign, parent/guardian must sign for each child added to a membership under the age of 18)

Print names of Child added to Membership

DOB of Child added to membership

Parent / Guardian Name (Print/date)

Signature:
