

**THE SHERWOOD ASSOCIATION, INC.**

**POOL LIABILITY WAIVER**

**Participant Information**

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Name of Parent or Legal Guardian, if applicable: \_\_\_\_\_  
Contact information: \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Pool Use, Assumption of Risk, and Release From Liability**

Please read carefully. Any person who wishes to use the pool and any accompanying facilities, including but not limited to, the pool, pool deck, restrooms, and clubhouse ("Pool") must agree, or in the event that the participant is a minor their parent or legal guardian must agree, to the terms of this Waiver.

Any person who wishes to use the Pool assumes all risks associated with and caused use of the Pool on behalf of themselves and any minor participant. Such risks include, but are not limited to, any risks that may arise from the negligence or carelessness by the Association from dangerous or defective equipment or property owned, maintained, or controlled by the Association, or because of the possible liability without fault of the Association.

By signing below you acknowledge that you have read this waiver in full, understand all terms and conditions contained herein, and are aware of the risks involved in usage of the Pool. You understand and agree that if you execute this Pool Liability Waiver on behalf of a minor participant, you have the authority to do so and understand that this Pool Liability Waiver is intended to release legal rights of the minor participant.

You, on behalf of yourself and on behalf of your heirs, assigns, personal representatives, and next of kin, and on behalf of any minor participant specifically waive and relinquish any and all claims against the Association, the property management company (if any), and the employees, agents, assigns, and volunteers of each of these parties ("Released Parties") whether for illness, damages, claims for injuries, reimbursement, death, or loss of any kind whatsoever in connection with or in any way associated with usage of the Pool. Specifically, without limitation, the undersigned releases and waives any claims that may arise out of the minor's use, including claims brought on behalf of the minor and claims by the signor for losses in caring for the minor resulting from an injury or condition.

You, on behalf of yourself and on behalf of your heirs, assigns, personal representatives, and next of kin, and on behalf of any minor participant agree to indemnify and hold harmless and defend the Released Parties (including reasonable attorney fees incurred), from any and all claims resulting from illness, injuries, death, damage and losses sustained by you (or any minor participant) arising out of, connected with, or in any way associated with the usage of the Pool. By signing below, you agree that you knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Released Parties and assume full responsibility for your (or the minor participant's) usage of the Pool.

In the event of any emergency, you authorize medical attention from any licensed hospital, physician, or medical personnel, and authorize any treatment deemed necessary for you (or the minor participant), and agree that you will be responsible for payment of any and all medical services rendered. You agree that you will not hold the Released Parties responsible for any expenses, medical or otherwise, related to your (or the minor participant's) use of the Pool.

You also agree that this waiver and release form is intended to be as broad and inclusive as permitted by the laws of North Carolina and that if any portion is held invalid, it is agreed that the balance will continue in full legal force and effect.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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Property Address of Owner or Owner Visited

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Signature of Owner or Guest

Print name: \_\_\_\_\_

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Date