
Gym & Swimming Pool Assumption of Risk, Waiver & Release

(To be read and signed by any person over the age of 18 or by the parent/guardian of any minor who wishes to use the gym or swimming pool.)

Having read this Swimming Pool and Gym Assumption of Risk, Waiver & Release (Hereinafter, the "Release") I do hereby agree to the Release for myself, my minor children, any guests or invitee of the foregoing persons, and my and/or my minor children's heirs, successors, executors, and estate and to the terms hereof, set forth below:

Definitions

"Washington Cathedral" means the Washington Cathedral church, its directors, officers, management, agents, volunteers, life guards, medical personnel/volunteers, employees, staff pastors, lay ministry pastors/leaders, board members, church members and church attendees.

"Swimming Pool" means the swimming pool at Washington Cathedral Church and adjacent related areas including the entrance, patio, steps, dressing rooms, showers and bathrooms facilities.

"Gym" means the gymnasium at Washington Cathedral Church and adjacent related areas including the entrance, patio, steps, stage, seating area/bleachers, dressing rooms, showers and bathroom facilities.

"Church members and attendees" means any person who regularly or occasionally participates in church activities, including but not limited to, Worship, TLC/Small Groups, Bible Study, Fellowship Groups and/or Service Groups.

"Minor" means any person under the age of 18.

"Guests and/or invitees" means any person (adult or minor) who uses the swimming pool or gym and is not a church member or attendee.

"Swimming Pool Rules" means those rules posted, printed and/or verbalized by Washington Cathedral, as amended from time to time.

"Gym Rules" means those rules posted, printed and/or verbalized by Washington Cathedral, as amended from time to time.

Acknowledgments

- I certify that I have been furnished a copy of, have read and fully understand, and agree to abide by the Swimming Pool Rules and Gym Rules.
- I understand that a lifeguard is **NOT** always on duty at the Swimming Pool.
- I understand that medical personnel/volunteer is **NOT** always on duty at the Pool and/or Gym.
- I will furnish all guests and invitees who intend to use the Swimming Pool and/or Gym with a copy of this Assumption of Risk, Waiver & Release.
- I will supervise my minor children and/or any minor guests or invitees while using the swimming pool and/or gym.
- I agree to not attempt any activity of which I am not fully capable.
- I agree to advise all minors, guests and invitees to not attempt any activity of which they are not capable.
- I agree that I, my minor children, guests and invitees shall strictly abide by and follow the Swimming Pool Rules & Gym Rules explicitly including all instructions given by the lifeguards or Washington Cathedral.
- **I fully understand that:**

A. There are risks and dangers associated with swimming pools and gym use including, but not limited to bodily injury, communicable diseases, partial or total disability, paralysis and death. In accordance with the law, Washington Cathedral does not exclude individuals with medical conditions that do not pose a medically recognized threat to the health or safety of other participants in the normal course of swimming or gym use. I understand that there are some unavoidable circumstances where these conditions may require special caution by myself, minors, guests or invitees to minimize the danger to myself, minors, guests or invitees and others, and I acknowledge that it is myself, minors, guests or invitees responsibility to act accordingly.

B. There are social and economic losses and damages which could result from those risks and dangers described above which could be severe.

C. There are other risks not known or foreseeable at this time that could arise.

Release of Liability

In consideration for being permitted by Washington Cathedral to use the swimming pool and/or gym, I hereby waive, release and discharge any and all damages for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of using the swimming pool and/or gym. This Release is intended to discharge, in advance, Washington Cathedral (see released parties in definitions) from any and all liability arising out of or connected in any way with my, my minors, guests or invitees use of the swimming pool and/or gym, even though that liability may arise of negligence or carelessness on the part of Washington Cathedral. It is understood that use of the swimming pool and/or gym involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this Release is to be binding on my heirs and assignees. I agree to indemnify and to hold the Released parties (Washington Cathedral) and entity free and harmless from any loss liability, damage, cost or expense which may be incurred as the result of my, my minors, guests or invitees death or any injury or property damage sustained in connection with the use of the swimming pool or gym.

I have read and understand the statements above in this Release and agree to abide by the conditions herein, and intend to, by signing, bind myself, my minors, guests and invitees of the forgoing, my and my minors heirs, successors, executors, estate and dependents to the terms hereof.

I EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS TO MYSELF AND MY MINOR CHILDREN OF DEATH, DISABILITY, PARALYSIS, ILLNESS OR INJURY SUSTAINED WHILE USING THE SWIMMING POOL AND/OR GYM WHETHER OR NOT CAUSED BY NEGLIGENCE OR CARELESSNESS OF WASHINGTON CATHEDRAL (SEE DEFINITIONS) DESCRIBER HEREIN.

I agree this Release covers each and every time I, my minors, guests and invitees use the swimming pool and/or gym.

I agree that I will not sue or make claims against Washington Cathedral (see definitions) as a result of using the swimming pool and/or gym by myself, my minors, guests or invitees. I agree to indemnify and hold harmless Washington Cathedral from all claims, judgments and costs, including attorney's fees, incurred in connection with and any such action brought as a result of my, my minors, guests or invitees use of the swimming pool and/or gym.

In signing this Release, I am stating that I know what I am doing, that I have read carefully and understand this Release and fully agree with each statement contained herein. I am also aware that I may have the Release reviewed by legal counsel prior to signing it.

If any portion of the Release shall be held to be invalid, illegal or unenforceable to any extent and for any reason by any court of competent jurisdiction, the remainder of the Release shall not be affected thereby and shall be enforceable to the full extent permitted by law.

Please Print Clearly: Separate Release needed for each swimmer!

NAME: _____

Is the person stated above a minor? (under age 18)

YES NO If yes, please list birth date here: _____ / _____ / _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

HOME PHONE: () _____ CELL PHONE: () _____

Signature of Adult, Parent/Guardian

Today's Date

FOR OFFICE USE ONLY

Pool/Gym ID Card Number: _____ **Computer Entry:** _____

Pool ID Card Mailed: _____ **Renewal Date:** _____