

# **Liability Waiver & Terms Agreement for FSBC Extended Access**

## **FSBC ("Fry's Spring Beach Club, Inc.") Waiver & Release for Use of FSBC Facilities**

As a current FSBC member in good standing, FSBC has agreed to allow me to utilize FSBC facilities (including, but not limited to, the parking lot, the clubhouse, bathrooms, the grounds, playground equipment, basketball and sports courts, swimming pools, and parking lot). FSBC has agreed to let me use or swim in its pools at a time when there will be NO LIFEGUARDS present. In consideration of the risk of injury using FSBC facilities, and as consideration for the right to use FSBC facilities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my use of FSBC facilities, and do hereby release and discharge Fry's Spring Beach Club, Inc., located at 2512 Jefferson Park Avenue, Charlottesville, VA 22903, its employees, members, directors, agents, attorneys, volunteers, representatives, predecessors, successors, and assigns for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my use of FSBC facilities.

In consideration of being allowed to use the FSBC facilities, I hereby acknowledge and agree as follows:

1. Notice and Assumption of Risk: I certify that the information that I have provided is true and correct. I am voluntarily using the FSBC facilities and using the facilities entirely at my own risk. I am aware of the risks of using the FSBC facilities which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise out of my own or others' negligence or the condition of the FSBC facilities. Nonetheless, I assume all related risks, both known and unknown to me, and known and unknown to FSBC, of my use of FSBC facilities.

2. Indemnity. I agree to indemnify, hold harmless and defend FSBC and its officers, directors and employees from any liabilities, losses, attorneys' fees and court costs that may result from any claims or causes of action arising from my use of the FSBC facilities.

3. I acknowledge that FSBC and its directors, officers, volunteers, representatives, employees, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of FSBC.

4. I acknowledge that my use of the FSBC facilities may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The

risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, conditional of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, or employees.

5. I understand that there are other times when the Pool will be open, and lifeguards and others will be present. Nevertheless, I acknowledge and agree to use the Pools when no lifeguards will be at the Pool. I understand that no one may be present to assist me if I have an injury.

6. I acknowledge that I have read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge FSBC and its employees, members, directors, agents, attorneys, volunteers, representatives, predecessors, successors, and assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against FSBC for personal injury or property damage.

8. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

9. In the event that any damage to FSBC equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associations with actions of neglect or recklessness.

**I agree to the terms outlined above.**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature:

\_\_\_\_\_

**Please sign your initials by each of the following terms to agree.**

Name of adult accessing FSBC facilities under this agreement:

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\_\_\_\_\_ I understand that each time I use my electronic access to code to access the FSBC pools, grounds, and facilities that I am acknowledging that there is no lifeguard on duty and that I am swimming and using the FSBC grounds and facilities at my own risk.

\_\_\_\_\_ I will make sure that all doors fully close behind me. Under no circumstances will I prop the doors open.

\_\_\_\_\_ I will not use my electronic access code to provide anyone else access to FSBC pools, facilities, and grounds, including guests and minors.

\_\_\_\_\_ I am able to swim at least 50 meters unassisted. I certify that I am physically fit and capable of swimming without injury or danger to myself or others.

\_\_\_\_\_ I understand that I am only permitted access to the restrooms and lobbies in the clubhouse. I am not permitted to use other spaces.

\_\_\_\_\_ I understand that my electronic access code is unique to my membership and I agree to not share it with anyone.

\_\_\_\_\_ I understand that I must leave the grounds and building by 10 PM.

\_\_\_\_\_ I understand that failure to follow these rules will result in a loss of access without warning or refund.