



Name of Member Accompanying Guest \_\_\_\_\_  
Staff Initials \_\_\_\_\_

### GUEST WAIVER

The New Providence Community Pool ("NPCP") is committed to providing a safe and welcoming environment for all members, participants and guests participating in our programs and/or using our facilities. To promote safety and comfort for all, individuals are expected to act appropriately at all times when they are in our facility, on our property or participating in our programs. We expect all persons using the NPCP to behave in a mature and responsible way, and to respect the rights and dignity of others, including NPCP staff. The NPCP Rules and Regulations, which can be found at <http://www.nppool.org/wp-content/uploads/2016/05/5.3.16-NPCP-Rules-and-Regs.pdf>, provide a detailed description of the appropriate conduct while a member or guest of NPCP. The NPCP reserves the right to deny access or membership to and/or remove access from any person whose behavior does not conform to these Rules and Regulations.

#### **Release, Waiver of Liability and Indemnity Agreement**

By attending the NPCP or entering upon its grounds I agree to release the NPCP and its members, staff and guests, from claims of negligence for bodily injury or death in connection with the use of NPCP facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law. In consideration for being permitted to utilize the facilities, services, and programs of the NPCP for any purpose, including but not limited to observation or use of our pool, facilities or equipment, or participation in any program affiliated with the NPCP, without respect to location, for himself or herself as well as on behalf of any individuals included on this agreement and any personal representatives, heirs, and next of kin (the "Undersigned"), the Undersigned hereby acknowledges, agrees and represents that the Undersigned has, or will immediately upon entering or participating, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the NPCP for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the Undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

#### **IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE NPCP FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF THE POOL, FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE NPCP, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the NPCP, its members, guests, directors, officers, employees and agents (hereinafter referred to as "Releasees") from all liability to the Undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned, which is in any way associated with the Undersigned's presence in, upon, or about the premises or any facilities or equipment therein, or participation in any program affiliated with the NPCP, without respect to location.
2. The Undersigned hereby agrees to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur which is in any way associated with the Undersigned's presence in, upon, or about the NPCP premises or in any way observing or using any pool, facilities or equipment of the NPCP or participating in any program affiliated with the NPCP.
3. The Undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage which is in any way associated with the Undersigned's presence in, about, or upon the premises of the NPCP and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the NPCP.

The Undersigned further expressly agrees that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and exclusive as permitted by law of the state of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. **The UNDERSIGNED acknowledges that the NPCP is a not-for-profit organization under the laws of the State of New Jersey and nothing in this RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be construed as a waiver of its not-for-profit status and/or benefits under New Jersey and/or federal law. I have read and understood all of the above, and the information I have provided is correct to the best of my knowledge.**

Adult Guest or Parent/Legal Guardian Printed Name		Signature	DOB	/	/
Adult Guest or Parent/Legal Guardian Printed Name		Signature	DOB	/	/
Address		City	State	Zip	
Phone	Email		Today's Date		
Emergency Contact Name		Phone			
Printed Name of Youth Guest		DOB	/	/	
Printed Name of Youth Guest		DOB	/	/	
Printed Name of Youth Guest		DOB	/	/	

For minors, must be signed by a legal guardian. Minor guests must be accompanied by an adult.