

**IRON HORSE RANCH
SUMMER SWIM LEAGUE
POOL WAIVER AGREEMENT**

Parent or Legal Guardian	
Spouse Name	
Address	
Phone	
Email	

Children of named Parent or Legal Guardian in AESC Summer Swim League (hereinafter "Participants")

Child		Age	
Child		Age	
Child		Age	
Child		Age	
Child		Age	

THIS IS A LEGALLY BINDING AGREEMENT

By signing this agreement, you, the Parent or Legal Guardian of the Participant(s), voluntarily relinquish your right, or the right(s) of your spouse or additional legal guardian(s) of the Participants, if applicable, to bring a cause of action to recover compensation or obtain any other remedy for any personal injury or property damage however caused and arising out of your participation or your minor Participant's participation in the AESC Summer Swim League or access to The Iron Horse Ranch Homeowners Association, Inc. (IHR-HOA) facilities or "Common Areas" (as defined in the "AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON HORSE RANCH" executed on the 21st day of June, 2017) now or at any time in the future.

DEFENSE

The Parent or Legal Guardian of the Participant(s) hereby agrees to indemnify the IHR-HOA, it's officers, employees, owners, and agents, the Pool Management Company, if any, and any other individuals or entities associated with IHR-HOA or the Pool Management Company (referred to herein as "Operators") from any and all actions, claims or injuries arising from use of the IHR-HOA facilities by the Participant(s) and/or their Parent or Legal Guardian(s), by any person, or arising from any condition existing on said premises. In any suit or action for damages arising from alleged negligence of the Parent or Legal Guardian of the Participant(s) in which the Operators, individually or collectively, are included as a defendant, the Parent or Legal Guardian of the Participant(s) will assume all the burdens, costs, and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgment obtained against the Operators, individually or collectively, by reason thereof.

HOMEOWNERS INSURANCE

The Parent or Legal Guardian of the Participant(s) agrees to verify with its homeowners insurance carrier that said Parent or Legal Guardian has liability insurance covering his or her Participant(s)' use of the pool, including any harm or injury to the Participant(s) in relation to or arising from the Participant(s)' use of the IHR-HOA swimming pool now or at any time in the future.

ACKNOWLEDGEMENT OF RISK

I hereby acknowledge and agree that participation in activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with my minor Participant(s)' participation in the summer swim team, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of my minor child, Participant(s)' participation in IHR-HOA programs or facilities, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, DO HEREBY RELEASE IHR-HOA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators, guests, invitees and assigns may have, now or in the future, against IHR-HOA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of IHR-HOA facilities/equipment or participation in IHR-HOA programs including the AESC Summer Swim League, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In consideration of my minor child (Participant(s)') participation in the AESC Summer Swim League and/or use of the IHR-HOA facilities, I, the undersigned Parent or Legal Guardian, do hereby agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my, or my minor children (Participant(s)') participation in the AESC Summer Swim League or use of IHR-HOA facilities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my minor children's (Participant(s)') participation in AESC Summer Swim League at IHR or use of IHR-HOA facilities and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain, or that which is sustained by my Participant(s) while using IHR-HOA facilities and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death.

Parent or Legal Guardian Signature	
Parent or Legal Guardian Name Printed	
Date	