

## **Plachy Hall Pool Release of Liability and Assumption of Risk**

**In consideration of being permitted to use the pool and facilities, the undersigned acknowledges and agrees to the following:**

1. Participant will abide by all policies and procedures regarding swimming pool activities;
2. Risks and damages exist during swimming activities. These risks include physical injuries, psychological injuries and even the possibility of loss of life;
3. I hereby assume all of the risks of participating in the swimming pool activities and will hold the owner/operator and its employees, agents, officers, trustees and affiliates harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of the possible nature in respect of injury, death, loss or damage to myself, child, children entrusted to my care or property however caused as a result of or in any way relating to my activities in the swimming pool and around the pool area;
4. I further agree to indemnify and hold harmless the owner/operator, its employees, agents officers, trustees and affiliates from and against any and all liability incurred as a result of or in any manner related to my participation in swimming pool activities;
5. If, despite the signing of this waiver, a lawsuit is brought against the owner/operator, its employees, agents officers, trustees and affiliates in relation to participation in the swimming pool activities, I agree to pay for any and all court costs and attorneys fees incurred as a result of such litigation;
6. I also declare that neither I nor my children or children entrusted to my care, if applicable, are under the influence of any chemical substance including alcohol at the time of the signing of this release or at the time of participation in pool activities;
7. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and effect;
8. I fully understand that swimming pool activities involve a certain level of risk of injury. My participation or that of my child(ren) or child(ren) in my care in these activities and my signing of this waiver are completely voluntary.

**(Continues on Back)**

## Release/Indemnification And Covenant Not To Sue

In consideration of my involvement at the ASC Pool, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE the Trustees of the State Colleges in Colorado, Adams State College, their officers, agents, and employees from any cause of action, claims or demands of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which O, my heirs, representatives, executors, administrators, and assigns may now have, property damage or loss, death or accident of any kind, arising out of or in any way related to my use of the ASC Pool whether that use is supervised or unsupervised, however, the injury of damage is caused, including but not limited to the NEGLIGENCE of the ASC Pool, it's officers, agents and employees. "NEGLIGENCE" means (1) failing to do something that a reasonable person with similar training, skills, and experience would have done to prevent a foreseeable injury or damage; (2) doing something that a reasonable person with similar training, skills or experience would not have done because of the risk of causing a foreseeable injury or damage.

In consideration of my use of the ASC Pool, I, the undersigned user, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS the trustees of the State of Colleges in Colorado, Adams State College, and the officers, agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use of the ASC Pool. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the ASC Pool and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, excluding death, I sustain while using the ASC Pool and that by this agreement, I am relieving the Trustees of the State Colleges in Colorado, Adams State College of any and all liability for such loss, damage or death.

I further certify that I, my child(ren) and the child(ren) in my trust are in good health and that I, my child(ren) and the child(ren) have not physical limitations that would preclude my safe use of the facilities.

I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

### Print Clearly!!

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

### If user is under 18 years old: Parent/Guardian Consent:

I, as parent or Guardian of the above minor 18 years of age, here consent to the terms and conditions set forth in this Release Form.

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Parent/Guardian Signature

Date