

SWIMMING POOL WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

1. I wish to swim at the Elizabethtown Independent Schools (EIS) pool, and/or I wish to allow my minor child(ren) to swim at the pool.
2. I acknowledge that use of the pool involves certain risks, including, but not limited to:
 - a. Drowning;
 - b. Bodily injury and/or death sustained from striking one's head, neck, or other body parts against the pool;
 - c. Bodily injury and/or death sustained from possible malfunction of the pool equipment;
 - d. Bodily injury and/or death sustained from tripping/falling over obstacles in the pool area;
 - e. Bodily injury and/or death sustained from divers and/or swimmers colliding;
 - f. Bodily injury and/or death resulting from participating in any other action in or around the pool; and
 - g. I understand that (a) - (f) above is not a complete list of all risks, but only provides examples of certain risks that I am assuming in using the pool facility.
3. I acknowledge that there may be no lifeguard on duty and that, even if a lifeguard is on duty, he/she cannot prevent or eliminate the risks described in Section 2 above.
4. I fully intend to give up legal rights, as stated below:
 - a. To waive any and all claims, including but not limited to, claims for wrongful death or bodily injury, that I or my minor children or next of kin may have in the future against Elizabethtown Independent Schools, any EISD employee or administrator, or against the Board of Education and its individual members (hereinafter the "Releasees") relating to any use of the pool and pool area;
 - b. To release the Releasees from any and all liability for any loss, damage, injury, expense, or any other cost that I may suffer, or my minor children or next of kin may suffer, relating to our use of the pool and pool area and due to any cause whatsoever, including negligence on the part of the Releasees;
 - c. To hold harmless and indemnify the Releasees to any third party from any and all liability or for personal injury or death resulting from the use of the pool and pool area even if the negligence is on the part of those who are released.
5. I am over the age of 18 and I will adhere to the rules of the pool and pool area and will supervise my minor child(ren) and next of kin and require them to adhere to the rules of the pool and pool area.
6. I understand that this Waiver, Release, and Agreement is effective and binding on me, my minor child(ren), my heirs, next of kin, executors, administrators, assigns, and

anyone else authorized to act on my behalf or on behalf of my estate or on behalf of my minor child(ren) or on behalf of their estate.

7. I have further been informed of the Kentucky Recreational Use Statute, KRS 411.190, which prohibits claims against the Releasees.
8. By signing, I certify that I have read this document and I understand that I am waiving certain legal rights that I/we may have against the Releasees. I am signing this document voluntarily. I acknowledge that I have the right to have legal counsel of my own choosing review this document and advise me about it.

Signature of Parent/Guardian

Printed Name

Date: _____

Date of Birth: _____

Names and dates of birth of all persons below the age of 18 in my family who will be using the pool:

1. _____
Name Date of Birth

2. _____
Name Date of Birth

3. _____
Name Date of Birth

4. _____
Name Date of Birth

5. _____
Name Date of Birth