

## POOL USE RELEASE AND LIABILITY WAIVER

In consideration for use of the Taralon Community Association (“Association”) swimming pool (“Pool”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree to this pool Use Release and Liability Waiver Agreement (“Agreement”) on behalf of myself, my child, and my protected person as follows:

**1. Pool Rules.** I have reviewed and will comply with all Community Center Rules and Regulations including the Pool Rules.

**2. Risks.** I understand and acknowledge that use of the Pool may involve risks that include bodily injury, partial or total disability, sickness, paralysis, and death, as well as damage or destruction of personal property (“Risks”). I also understand and acknowledge that the social and economic losses or dangers can be severe and that not all risks or dangers may be known or reasonably foreseeable at this time.

**3. Viral Transmission.** I understand that viruses are easily transmittable, and that viral infection can occur. By voluntarily using the Pool, I am knowingly and voluntarily subjecting myself to possible viral exposure and its consequences. I will undertake all reasonable measures to protect myself and others who use the Pool from exposure or infection.

**4. Acceptance.** I accept the responsibility for all losses or damages resulting from Pool use and any risks or dangers involved in my Pool use.

**5. Release.** I **RELEASE, WAIVE, AND DISCHARGE**, the Association, its respective directors, officers, agents, legal counsel, employees, contractors, managers, and management company (collectively, the “Releasees”) from and all liability, claims, demands, losses, or damages that I, my child, or my protected person suffer concerning any of the Risks. I further warrant, covenant, and agree that the release, waiver, and assumption of the risk contained herein is binding on anyone who makes a claim against any of the Releasees on my, my child, or my protected person’s behalf resulting from any injuries or death that I, my child, or my protected person may incur or suffer.

**6. Indemnification.** I agree to **INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS** from any and all claims demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal, or otherwise) arising from or related to my, my child, or my protected person’s Pool use and the associated Risks.

**7. Covenant Not to Sue.** I **COVENANT NOT TO SUE** or bring any claim of any kind against Releasees arising from or related to Pool use and the Risks or damage or loss to personal property.

**8. Trial Waiver. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY OR BENCH TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.** I acknowledge that this waiver was negotiated and is a material inducement to Releasees permission to use the Pool.

**9. Binding Effect.** It is my express intent that this Agreement binds any assigns and representatives, and is deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees.

**10. Interpretation.** This Agreement will be construed, interpreted, and controlled according to the laws of the State of Oregon.

**11. Acknowledgment.** By signing this document, I acknowledge and represent that I have read this Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed with the understanding that I have given up substantial rights. I also acknowledge that no oral representations, statements, or inducements, apart from this Agreement, have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration and intending to bound by this Agreement.

Name & Address	Signature	Date

Child(ren)'s or Protected Person's Name(s)