**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR USE OF THE**

**DOS SANTOS AND ALSO CROWN POINTE SWIMMING POOL FACILITY & LOCKER ROOMS/EXERSIZE EQUIPMENT.**

**Name of person who will be using the pool\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_**

*If under 18 years of age Parent or legal guardian sign both signature blocks below.*

I (on behalf of myself or my child) recognize that the use of swimming pool facility, and all related equipment and/or property (collectively, the “Pool Facility”), have known and unknown risks of injury. I certify (on behalf of myself or my child) that I am in good health and have no physical or other impediment which would endanger me while using in either of the Pool Facilities. I further certify that I will not be under the influence of alcohol or any substance which would impair my ability to undertake normal activities in either of the Pool Facilities.

I fully recognize that there is **NO LIFEGUARD ON DUTY AT ANY TIME** and **that children under 18 must be accompanied by an adult at all times** while in either of the Pool Facilities.

I agree that I am responsible for putting up and keeping up the Pool child fence at ALL TIMES.

I agree that **I will verify and insure** that all windows and doors leading to the Pool area are locked at all times AND that **I will verify and insure** that all door and window alarms are fully functioning and have batteries in them. I certify that if I choose to disable such alarms I do so of my own accord and at my own risk.

I agree there is **ABSOLUTLY NO DIVING OR JUMPING INTO EITHER POOL/SPA AT ANY TIME**.

I agree there is **ABSOLUTLY NO GLASSWARE ALLOWED IN, OR AROUND THE POOL AND SPA**. Plastic ware is made available for your use while in or near the pool and spa.

1. For and in consideration of permitting me to use either of the Pool Facilities, I, my spouse, assignees, heirs, guardians, and legal representatives **HEREBY EXPRESSLY ASSUME ALL RISKS IN USING EITHER OF THE POOL FACILITIES/SPA AND LOCKER ROOMS/EXERSIZE EQUIPMENT AND VOLUNTARILY INDEMNIFY, RELEASE FROM LIABILITY, AGREE TO DEFEND AND HOLD HARMLESS THE DOS SANTOS FAMILY, CROWN POINTE, AND THEIR /ITS EIRS, ESTATE, GUARTDIANS, AND/OR LEGAL REPRESENTATIVES, SUBSIDIARIES AND AFFILIATES AND ANY OF THEIR OFFICERS, DIRETORS, EMPLOYEES, AGENTS, INSURANCE CARRIERS AND REPRESENTATIVES FOR ANY ACCIDENT, INJURY, ILLNESS, DEATH, LOSS, THEFT, DAMAGE TO PERSON OR PROPERTY, OR OTHER CONSEQUENCES SUFFERED BY ME OR MY CHILD ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY OR MY CHILD’S USE OF IN EITHER OF THE POOL FACILITIES/SPA AND LOCKER ROOMS/EXERSIZE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO THE DOS SANTOS OR CROWNPOINTE’S NEGLIGENCE A ND/OR PRODUCTS LIABILITY, INCLUDING STRICT PRODUCTS LIABILITY, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.**
2. In the event that I or my child is injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I or my child incurs. The Dos Santos Family and Crown Pointe assume(s) no responsibility for any medical expenses, injury, or damage suffered by me or my child in connection with mine or my child’s use of in either of the Pool Facilities/Spa, Locker rooms or exercise equipment. I am aware of the potential dangers incidental to the use of in either of the Pool Facilities and Locker Rooms/ Exercise Equipment, and that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between the Dos Santos Family and me, and I sign it of my own free will.

I expressly agree that this release is intended to be as broad and inclusive as the State of Florida (USA) will allow and that if any portion is held invalid, I agree that the balance shall, not withstanding continue in full legal force and effect.

**I have read, fully understand and accept this Release, Waiver of Liability and Assumption of Risk for the use of the Dos Santos Swimming Pool Facility and the Crown Pointe Pool Facility, Locker Rooms and Exercise Equipment.**

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_

**Name Printed** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parental/Guardian Consent:** (To be completed and signed by parent/guardian for **ALL** participants under 18 years of age).

I certify that I am the parent or legal guardian of the above participant and that I am entitled to his or her custody and control. I do hereby give permission for the child to use either of the Pool Facilities. I AM AWARE THAT CHILDREN UNDER 18 ARE NOT ALLOWED IN THE LOCKER ROOMS OR EXERSISE ROOMS AND MAY NOT USE THE ESERSIZE EQUIPMENT AND THAT IT IS SOLELY MY RESPONSIBILITY TO INSURE SAID CHILD DOES FOLLOWS THAT RULE. I further certify that the child is in good health and has no physical or other impediment which would endanger him or her while using either of the Pool Facilities. I realize that the child may be exposed to a risk of injury or death. I understand the dangers incidental to using in either of the Pool Facilities and the need for safety precautions, and I have discussed these dangers and the need for safety precautions with the child. I understand that there is NO LIFEGUARD ON DUTY AT ANY TIME and that the child must be accompanied by an adult at all times while in either of the Pool Facilities.

**I have read, fully understand and accept this Release, Waiver of Liability and**

**Assumption of Risk for the use of Dos Santos Swimming Pool and Spa and the Crown Pointe Swimming Pool Facility on his/her behalf.**

**Parent/Guardian Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_**

**Adult/Guardian Name Printed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Minor Participant(s) Name Printed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**