



# Killarney Farms Swim Center Liability Release Contract

Whereas the premises and facilities of Killarney Farms Swim Center are generally considered to be operated and maintained in a reasonably safe manner, certain possibilities exist as to the potential hazards that may cause harm to invitees. The premises and facilities include, among other things, the pool, lockers, showers, and barbecue facilities. Killarney Farms Swim Center, Inc., its employees, and volunteers (hereinafter called "KFSC") hereby give permission to paying and gratuitous guests (hereinafter called "invitees") to enter and use facilities located on the premises upon the following conditions:

1. Invitees hereby assume all risks with the knowledge and understanding of the general magnitude of said risks.
2. Potential hazards at risk to invitees include, but are not limited to:
  - o Slippery areas surrounding the pool;
  - o The possibility of tripping or accidentally falling into the pool during use or non-use periods;
  - o Diving into the pool either from a side of the pool or from the diving board;
  - o Swimming itself, notwithstanding the presence of lifeguards;
  - o Electrical outlets which become overloaded or damaged by multiple users;
  - o Hot coals and smoke particles from the barbecue pits;
  - o Protruding nails and/or splinters or structural failure of benches and tables;
  - o Concrete walkways and entrance/exit areas, that may be slippery when wet or covered by other substances, or where the concrete has cracked or become defective.

Invitees willingly accept these conditions and release KFSC from any liability that might result from invitees being exposed to such or similar hazards.

The undersigned and all household members (hereinafter referred to as "the undersigned") hereby release, acquit, and forever discharge Killarney Farms Swim Center, Inc., of Santa Clara, California, its officers, employees, successors, and all other persons, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned may hereafter accrue on account of, or in any way growing out of, and all, known and unknown, foreseen and unforeseen, bodily and personal injuries and property damages, and consequently thereof resulting from any accident, casualty, or event.

In making this contract, it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, without reliance upon any statement or representation on the part of parties hereby released or their representatives.

In addition, invitees hereby agree to abide by all the rules and regulations of KFSC. Said rules and regulations are not construed as limitations to the invitees assuming any risk involved in entering upon or using facilities on the premises.

In addition, the undersigned further renounces all rights to legal redress for accidents, waiving the right to sue Killarney Farms Swim Center, Inc., of Santa Clara, California, and/or its representatives.

The undersigned further declares and represents the no promise, inducement, or agreement not herein expressed has been made to the undersigned, that this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

## THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

(Signee above must be the legal parent or guardian of any minors listed below)

### OTHER ADULT HOUSEHOLD MEMBERS:

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

### HOUSEHOLD MEMBERS UNDER AGE 18 (print name and date of birth)

Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_ Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_

Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_ Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_

Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_ Name: \_\_\_\_\_ D.o.B. \_\_\_\_\_