

Briarcliff Community Club

Family Non-Guarded Swim Liability Waiver

Definition:

Family Non-Guarded Swim: Anytime there are no lifeguards on duty at the Briarcliff Community Club (BCC) swimming pool, but swimming is authorized for BCC members with minor (under 18 years of age) children whose parent(s) have completed, signed and submitted this Waiver, Waiver has been verified and approved by BCC Board, and all family members agree to adhere to the Rules, Assumption of Risks, and Terms and Conditions within.

Section 1 BCC Member Family Information:

Shareholder/Renter Name(s): _____

Briarcliff Community Club Share #: _____

(Log into your member profile on <https://bccor.org> for this number)

Names of BCC member children under the age of 18 that wish to swim accompanied at all times by an adult family member named in Section 2 below, during Family Non-Guarded Swim:

<u>Full Legal Name (e.g. First, Middle, Last)</u>	<u>Birth Year</u>

Section 2 Named Adult BCC Family Members and Agreement to Rules :

Names of ALL adult BCC members included in my member profile record that reside at my same address. By signing below, I agree that at least one of these named adults **MUST** accompany my minor children at all times on BCC grounds during Family Non-Guarded Swim. I understand that if I do not comply with this requirement or any of the Rules, Assumption of Risks, and Terms and Conditions mentioned in this document, my BCC member privileges (including pool access) will be suspended for the remainder of the season. Use a separate line for each adult family member. Do not include adult family members that do not reside at your same address.

<u>Full Legal Name (e.g. First, Middle, Last)</u>	<u>Signature</u>	<u>Date</u>

Section 3: Family Non-Guarded Swim RULES

If any BCC family member, adult or minor child, does not adhere to all of the the Rules below, membership rights and pool privileges will be suspended for the entire household for the remainder of the season

- Only adult BCC members in my household that reside at my same address are included in my member profile record, and named in Section 2 of this document are authorized to accompany minor children named in Section 1 of this document during Family Non-Guarded Swim.
- No lifeguard will be on duty during Family Non-Guarded Swim. Adult BCC family members accompanying a minor child/children take full responsibility for supervising their minor child/children, and full responsibility for their behavior and safety.
- If a minor child named in **Section 1** of this document attempts to enter the BCC grounds and utilize the pool during Family Non-Guarded Swim without being accompanied by an adult household member named in **Section 2** of this document, BCC membership rights and pool privileges will be suspended for every household member for the remainder of the season.
- Absolutely **NO** non-family, adult or child guests will be allowed entry to the BCC pool grounds during Family Non-Guarded Swim. This includes minor children that are also BCC members. Each minor child BCC household member **MUST** be accompanied by a BCC adult family member residing at their same address.
- Use of the diving well/diving board and the water slide is not allowed during Family Non-Guarded Swim.
- In case of lightning or thunder, swimming will cease immediately, swimmers must evacuate pool, and swimming will not be allowed until 30 minutes have passed since the last observed lightning or thunder. BCC members who are at the pool when lightning or thunder occurs agree to monitor this time requirement.

- ALL BCC swimming pool Rules posted on the pool grounds, included in this document, and posted on the Briarcliffclub.org and bccor.org web sites must be adhered to at all times.
- Rules may be changed and new Rules may be implemented by the BCC at any time. Approved families must comply with the most current rules.

Section 4: Assumption of Risks During Family Non-Guarded Swim

Use of the pool during Family Non-Guarded Swim involves certain risks, including, but not limited to:

- Risk of injury resulting from possible malfunction of the pool equipment;
- Risk of injury resulting from tripping or falling over obstacles in the pool area;
- Risk of injury resulting from unsupervised divers and/or swimmers colliding;
- Risk of injury resulting from impact with any part of the pool, pool deck or grounds
- Risk of injury resulting from inexperience, misuse, or lack of skill in using the pool or related equipment;
- Risk of injury resulting from medical conditions that create or contribute to an inability to safely use the pool or related equipment;
- Risk of injury arising from any other cause, and
- General safety risks arising from use of the pool and grounds during such times that there may be few or no other participants present

By signing this Waiver, I/We recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks and only provides examples of types of risks that I/We are assuming.

Section 5 Terms and Conditions:

BCC member families approved for Family Non-Guarded Swim agree to the following Terms and Conditions. Failure to comply with the Terms and Conditions of this Liability Waiver form will result in revocation of access and termination of rights to use the pool during Family Non-Guarded Swim and suspension of all BCC member privileges at all times.

- A separate gate access code will be issued for Club grounds entry during Family Non-Guarded Swim. This access code will be used only by adult household members named in Section 2 of this document. This gate code may NOT be shared with anyone, including any minor children, and approved families will take reasonable precautions to prevent unauthorized use of this access code. Any violation will result in this access code being deactivated and pool entry rights revoked for the season.
- All approved family members have read the BCC Pool Rules posted both on the BCC web sites (bccor.org and briarcliffclub.org) and on signs posted on the grounds of the BCC property, fully understand them, and will abide by these Rules.

- NO guests are allowed during Family Non-Guarded Swim hours. This includes minor children who are family members of current BCC members.
- No one may hold the gate open to allow others to enter the pool grounds during Family Non-Guarded Swim. Each approved family must use their own gate access code. Anyone granting non-family members access to the pool, whether intentionally or negligently are in violation of the terms of this document and shall also be responsible for the conduct or omissions of such person.
- Approved families waive any and all claims that they have or may have in the future, against the BCC, or any of its directors, officers, employees, agents, members, or representatives (known collectively as the "Releasees"), relating to their use of the BCC swimming pool and grounds during Family Non-Guarded Swim.
- All participants in Family Non-Guarded Swim release the Releasees from any and all liability for any loss, damage, injury, expense, or other cost that they may suffer in connection with use of the BCC swimming pool and grounds during Family Non-Guarded Swim, arising from any cause whatsoever, including but not limited to any negligence on the part of the Releasees.
- All participants in Family Non-Guarded Swim agree to indemnify and hold harmless the Releasees from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related costs or expenses, including reasonable attorney's fees, that may arise as a result of their own conduct, errors or omissions with regard to the BCC swimming pool or grounds, or the conduct or omissions of anyone for whom they are responsible, including authorized family members' use.
- This Family Non-Guarded Swim Liability Waiver Form shall be binding upon all authorized family members, and upon any heirs, executors, administrators, or other personal representative acting on their behalf or on behalf of any estate.
- This Family Non-Guarded Swim Liability Waiver Form shall be construed, interpreted and enforced in accordance with the laws of the State of Tennessee, and any litigation involving this document shall be brought exclusively in the courts of Anderson County, Tennessee.
- Any adults named in this document are advised to review this document with Legal Counsel or have waived the right to same.

Signatures – ALL Adult BCC Members Residing at the Same Household Address Must Sign:

I do hereby affirm that I have read and agree to the Rules, Assumption of Risks, and Terms and Conditions set forth herein, and I acknowledge that by signing this document that I am waiving and releasing certain legal rights that I have, or may have, against the BCC, its employees, agents, members and their guests. I hereby represent and affirm by signing this document that I am 18 years of age or older, that I am signing this document freely and voluntarily, that I am of sound and disposing mind and memory, and that I am not acting under any fraud, coercion, duress, compulsion or misrepresentation.

Agreed this _____ day of _____, 20_____.
Signed: _____
By: _____ (print name)

Agreed this _____ day of _____, 20_____.
Signed: _____
By: _____ (print name)

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Signed: _____
By: _____ (print name)

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Signed: _____
By: _____ (print name)

FOR OFFICIAL BCC USE ONLY:

Waiver Form Received By: _____

Date Received: _____

Waiver Form Checked Against Gate List for all Adult Family Members:

Checked By: _____

Date Checked: _____

Access Code Issued: _____

Date Issued: _____

BCC Family Member Last Name(s): _____

Share Number: _____