

## Milton Academy Pool Club Guest: Assumption of Risk, General Release of Liability, and Indemnification Agreement

In signing below, I acknowledge and agree, on behalf of myself, my spouse and my children that participation as an invited guest at the Milton Academy Pool Club (“Activity”) involves inherent risks both known and unknown, foreseeable and unforeseeable for me, my spouse and my children, as applicable, including, for example and without limitation, the risk of minor and serious bodily injuries, including paralysis and death, and property damage resulting from causes such as malfunction of the pool equipment; tripping or falling over obstacles in the pool area; slipping and falling on the pool deck and in the restrooms; drowning; diving into shallow water; the pool drain; misapplication of the chemicals used in the pool; exposure to communicable disease or illness; and the acts, omissions and negligence of Milton Academy and other participants in the Activity (“Risks”). I knowingly, freely and voluntarily assume the Risks on behalf of myself, my spouse and my children.

In consideration of being permitted to participate in the Activity, I, on behalf of myself, my spouse, my children, and my legal representatives, heirs, conservators, successors and assigns hereby forever release, acquit, discharge, covenant not to sue and hold harmless the Trustees of Milton Academy, and its officers, trustees, agents, independent contractors, volunteers and employees (collectively “Milton Academy”) from and against any and all actions, causes of actions, suits, claims, demands, liabilities, costs and expenses (including attorneys’ fees) of any kind or nature, both in law and equity, which I may have or acquire against Milton Academy, arising from or in connection with my, my spouse, and my children’s participation in the Activity as a member’s guest, regardless of whether contributed to or caused by the actions, inactions, or ordinary negligence of Milton Academy. I further agree to defend, hold harmless and indemnify Milton Academy from and against any and all actions, causes of actions, suits, claims, demands, liabilities, costs and expenses (including attorneys’ fees) of any kind or nature, both in law and equity, that Milton Academy may suffer arising out of or in connection with my, my spouse, and my children’s participation in the Activity.

I warrant that I am fully able to enter into this release on behalf of myself, my spouse and my children and I understand and agree that this release shall be governed by and interpreted in accordance with, the laws of the Commonwealth of Massachusetts and that it will remain in effect until the end date of the Milton Academy Pool Club, 2022.

Additionally, I understand that I must obey, and require my children as guests to obey, all of the rules posted at the pool, at other designated areas on campus and verbally or

otherwise promulgated by the lifeguard on duty at all times. I understand and agree that the lifeguard on duty has the right to limit the number of people using the pool at any given time, and to make other decisions as are necessary to ensure a pleasant and safe pool environment. I acknowledge and agree that children 13 and under must always be accompanied by a parent/guardian; children 14 and older will be allowed to swim without parental supervision, but will have this privilege revoked if they disobey pool rules, or are disruptive.

Finally, I agree to comply with any and all applicable health and safety rules, regulations, and policies issued by Milton Academy.

I have carefully read this agreement and fully understand its content. I am aware that this is an assumption of risk, release of liability and indemnification agreement, that it is a contract between myself and Milton Academy and sign it on my own free will.

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Guest Name

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Waiver signatory name (parent/guardian for child guest)

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Signature

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Date