



FIELDS CLUB SWIMMING POOL WAIVER AND RELEASE OF LIABILITY FORM
- SUPERSEDES ALL PRIOR VERSIONS -
(May 2023)

The Fields Club Swimming Pool Waiver and Release of Liability was modified in May of 2023 to ensure compliance with recent changes to State, County, and The Fields Club (hereinafter "Club") rules and regulations. The Fields Club Board has adopted new rules which incorporate guidelines for pool access and usage during both times when a lifeguard is on duty (known as "Guarded") and times when a lifeguard is not on duty (known as "Swim at Your Own Risk"). In order to ensure the use and enjoyment of Club facilities while maintaining a safe environment combined with the knowledge of risk associated with Swim at Your Own Risk hours, the Club requires the following waiver for participation in Swim at Your Own Risk hours at both Riverfield and Amberfield pools.

I, _____, and the following minors on whose behalf I have authority to sign this document: _____ (Covered Minors under the age of 18 years), wish to use the Club's swimming pools. Use of the pools may include periods when a lifeguard is on duty ("Guarded"), or periods when a lifeguard is not on duty ("Swim at Your Own Risk"). Covered Minors of any age shall be accompanied by at least one adult at all times when using the pools during Swim at Your Own Risk hours of operation. Covered Minors who are under 14 years must be accompanied by at least one adult at all times during Guarded hours of operation but Covered Minors who are 14 years or older can swim unaccompanied during Guarded hours of operation.

In using the pools, I recognize, fully understand, and agree to follow the Fields Swim & Tennis Club General Pool Rules ("Exhibit A"), other use requirements and stipulations at all times. These include, but are not limited to:

Health Risks

- All participants agree that the Swim Atlanta pool staff, the Club, and its representatives do not claim, nor endeavor to provide sanitary conditions free of bacterium, viruses, or other potential health risks.
- Participants agree to use the facility at their own personal risk and will not compel the Club or its staff, Board, or general Club members to be held responsible for any loss, or perceived loss, as a result of illness thought to have originated through contact with the pool, decking, gazebos, restrooms, gate, other patrons, or any other part of the Pool/Tennis/Park facility.
- Users agree to follow social distancing (as recommended by Federal, State, or local guidelines), proper hygiene and other requirements posted at the pool or otherwise communicated through this waiver or any other official Club communication.

Swim at Your Own Risk Hours:

- No lifeguard will be on duty during Swim at Your Own Risk Hours;
- The diving board is NOT to be used by any person during Swim at Your Own Risk Hours.
- Use of pools during Swim at Your Own Risk Hours 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 pool bottom or sides, or the area around the pool;
 - Risk of injury resulting from inexperience 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 resulting from misuse of the pool or related equipment by myself or others;
- Risk of injury arising from any other cause; and
- General safety risk arising from unsupervised use of the pool during such times that there may be few or no other participants present.

I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks. The list only provides examples of types of risks that I am assuming.

Entry and Use:

In exchange for the Club allowing me, and any Covered Minors, to use the swimming pool, I hereby agree to the following terms and conditions:

I understand that after signing this Waiver and Release of Liability Form, I will be able to use my individual access key to use the pool during Guarded and Swim at Your Own Risk Hours. I agree to use the access key only in compliance with the terms of this document, and to take reasonable precautions to prevent unauthorized use of my key.

I agree to comply with the provisions of this document, including the pool rules set forth in Exhibit A, which are incorporated herein and made a part of this document. I will also comply with the rules posted by the pool, but in the event of any conflict between the rules posted by the pool and the rules set forth in this document, those set forth in this document shall control. If any new rules are established by the Club, I will comply with the most current rules.

Under no condition am I to allow entry to anyone other than Covered Minors, even other Full Members (defined as any person 18 years or older who is (a) a record owner or tenant of a property which has a Permanent membership in the Club, (b) a non-resident Annual member of the Club, or (c) the spouse or adult child of any such owner, tenant, or non-resident member).

I understand that if, at any time in the future, I am no longer a Member, or a Member in good standing, my right to use the pool will terminate, and in that event, I agree to promptly return my access key to the Club.

I understand that failure to comply with the terms of this Waiver and Release of Liability Form may result in revocation of my access key and suspension of my right to use the pool.

I hereby waive any and all claims that I, and/or my Covered Minors, have, or may have in the future, against the Club, or any of its directors, officers, employees, agents, or representatives (known collectively as the "Releasees"), relating to my use, and/or my Covered Minors' use, of the Fields Club swimming pool.

I hereby release the Releasees from any and all liability for any loss, damage, injury, expense, or other cost that I, and/or my Covered Minors, may suffer in connection with use of the Field Club swimming pool, arising from any cause whatsoever, including any negligence on the part of the Releasees.

I hereby agree to indemnify and hold the Releasees harmless 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 my own conduct or omissions with regard to the Club swimming pool, or the conduct or omissions of anyone for whom I am responsible, including Covered Minors and Permitted Guests. If I grant anyone access to the pool, whether intentionally or negligently, in

violation of the terms of this document, or if anyone for whom I am responsible does so, I shall also be responsible for the conduct or omissions of such person.

I hereby represent that I am 18 years of age or older, that I am signing this document freely and voluntarily, and that I am of sound and disposing mind and memory, and not acting under any fraud, coercion, duress, compulsion, or misrepresentation.

If I am signing on behalf of any Covered Minors, I hereby represent that I have full legal authority to act on their behalf and to bind them to the terms of this document. I understand that I must accompany any Covered Minors to the pool and remain with them at all times. I further understand that once Covered Minors reach the age of 18, they are no longer considered Covered Minors and they must sign their own Waiver and Release of Liability Form.

This Waiver and Release of Liability Form shall be binding upon me, and upon my heirs, executors, administrators, or other personal representative acting on my behalf or on behalf of my estate.

This Waiver and Release of Liability Form shall be construed, interpreted, and enforced in accordance with the laws of the State of Georgia, and any litigation involving this document shall be brought exclusively in the magistrate, state or superior courts of Gwinnett County, Georgia.

I have read this Waiver and Release of Liability Form, including the pool rules set forth in the attached Exhibit A, and I understand and agree to its terms. I hereby acknowledge that by signing this document I am waiving and releasing certain legal rights that I, and any Covered Minors, have, or may have, against the Releasees, and I fully agree to do so.

This ____ day of _____, 20 ____.

Signed: _____

By: _____ (print name)

EXHIBIT A

Fields Swim & Tennis Club – General Pool Rules

- When no lifeguard is present and Swim-At-Your-Own-Risk is in effect, you must be an adult (18 years or older) or accompanied by an adult to use the pool.
- Children under the age of 14 must be accompanied by a parent, guardian, or babysitter who is at least 18 years of age at all times.
- Guests must be accompanied by a member at all times.
- Except for service animals, all pets are prohibited in pool areas.
- Proper swim attire must be worn at all times. No cut-off jeans or street clothing shall be allowed in the pool.
- All infants & toddlers not potty trained must wear vinyl swim pants over their swim diapers.
- Anyone with open wounds or infectious diseases is not allowed in the pool.
- No glass allowed in the pool area.
- No smoking allowed in the pool area.
- All bikes must be parked in bike racks.
- Diving off the pool sides shall not be permitted in water 5 feet or less in depth.
- Admission to the pool shall be refused to any person having a contagious disease or infectious condition. Individuals exhibiting conditions of such illness shall not attempt to use the pool. Individuals exhibiting such symptoms shall remove themselves immediately upon request by a lifeguard or another adult patron.
- If a condition requires the pool to be closed, such as vomit or fecal matter, the pool will be closed for a period of time (often 24 hours) and no swimming is allowed.
- Adults (18 years or older) are allowed in the pool during lifeguard breaks, but all other children must leave the pool. Infants-in-arms may remain in the water with an adult.
- Piggyback games and/or standing on shoulders shall not be permitted.
- Frisbees and tennis balls shall not be permitted in the pool area.
- Flips and diving backwards off the pool sides shall not be permitted.
- Running and rough play shall not be permitted.
- Lifeguards will enforce the pool rules and may require patrons who do not comply to leave the pool.
- NO night swimming is allowed.
- The pool must be cleared during any period when there is thunder and lightning for at least 30 minutes after the last sound of thunder.
- It is the responsibility of members to clean up after themselves and/or their covered minors.
- The Club is not responsible for the loss of any items brought to the pool.
- After entering or departing the pool area, the gate must be fully closed/locked.

Failure to abide by these rules may result in revocation of a member's right to use the pool.