

**ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT NOTICE** **(Release notice , read carefully & sign)**

In consideration of the acceptance of my application for membership to the Harting Farm Pool (the "Swimming Facility"), and/or for the Swimming Facility's authorization of my entry onto and use of the facilities, including a swimming pool and associated equipment and facilities at 1011 Harting Farm Drive, Arnold, Maryland 21012 (the "Pool"), I hereby freely and voluntarily agree to the following representations, waivers, and agreements:

I know and understand that: (a) swimming, accessing swimming areas, and/or making any other use of the Pool (collectively, "Activities") involves risk, including risk of personal injury and death; and (b) while engaging in Activities, I will be exposed to many natural, mechanical and environmental conditions and risks that independently or in any combination with my Activities or Activities of others may cause injury including severe or fatal injuries to myself or others.

I agree that I alone am responsible for: (a) my proper preparation and safety while engaging in Activities; and (b) the preparation and safety of minors over whom I have control and/or supervision at the Swimming Facility. I have no physical or medical condition that would endanger me or others, while I am engaging in Activities. I am physically capable of participation in Activities and can make the ordinary, regular and intended use of the Pool. **I am responsible for knowing and following all of the Swimming Facility's rules and procedures.**

Being fully aware of the risks, conditions and hazards associated with my participation in Activities, **I HEREBY ACKNOWLEDGE**, that: (a) my participation in Activities is at my own risk; and (b) neither the Swimming Facility, nor any owner, operator, manager of, or service provider to the Swimming Facility, including but not limited to Anchor Aquatics, Inc., or their respective officers, directors, founders, owners, employees, agents , or any other affiliated individuals and/or entities (the Indemnified Parties"), are in any way responsible for my safety while at the Pool. **I FURTHER AGREE TO WAIVE, RELEASE, AND DISCHARGE**, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter "Successors"), any and all claims of damages for death or personal injury that I may have or that may hereafter accrue to me as a result of my participation in Activities, against any and all Indemnified Parties, to the fullest extent permitted by law, whether or not such injury was the result of negligence or carelessness on the party of any of the Indemnified Parties, and whether or not such injury was foreseeable, including all such claims regarding the design, maintenance, or condition of any structure, equipment, or device at the Pool, or of the pool, without regard to whether such equipment or device is specified or recommended by such Indemnified Parties, and without regard to whether such Indemnified Parties are properly charged with the maintenance of the Pool.

I further agree, for myself and my Successors, to forever **HOLD HARMLESS and INDEMNIFY** all Indemnified Parties, generally and specifically, from any and all liability for death or personal injury resulting in any way from my participation in Activities.

I also agree, for myself and my Successors, that the above representations are not mere recitals, are binding, and are intended to be as broad and inclusive as permitted by the laws of the State of Maryland. I further agree, for myself and my Successors, that should I or my Successors, assert any claim in contravention of this agreement, I or my Succors shall be liable for the expenses (including attorneys' fees and costs) incurred by the other party or parties in defending against such claim, whether or not such injury was the result of negligence or carelessness on the part of the party or parties to be indemnified. I also agree that this agreement is for the benefit of the Indemnified Parties, all

and any of which shall be entitled to enforce this agreement against me. If any term or provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

**FOR ADULTS:** I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document.

|        |                       |                      |
|--------|-----------------------|----------------------|
| _____  | _____                 | _____                |
| (Date) | (PRINT name of Adult) | (Signature of Adult) |
| _____  | _____                 | _____                |
| (Date) | (PRINT name of Adult) | (Signature of Adult) |
| _____  | _____                 | _____                |
| (Date) | (PRINT name of Adult) | (Signature of Adult) |

**For Minor Child(ren):** For each child under 18 years of age, a parent or legal guardian shall complete the following section, and sign below where indicated:

I, \_\_\_\_\_ the undersigned, am the parent and/or legal guardian of the following minor child(ren):

(print parent/guardian's name)

|                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|
| _____                            | _____                            | _____                            |
| (print full name of minor child) | (print full name of minor child) | (print full name of minor child) |
| _____                            | _____                            | _____                            |
| (print full name of minor child) | (print full name of minor child) | (print full name of minor child) |

(collectively, the "Minor Children"). I hereby acknowledge that I have read the foregoing assumption of risk and indemnification agreement for and on behalf of the Minor Children named herein and hereby find myself, the Minor Children and our Successors to the terms of the foregoing agreement. I represent that I have the legal capacity and authority to act for and on behalf of the Minor Children named herein, and I agree to indemnify and hold harmless the Indemnified Parties for any claims made or liability assessed against any of them as a result of an insufficiency of my legal capacity or authority to act for and on behalf of the Minor Children named herein.

Date \_\_\_\_\_ Signature of  
Parent/Guardian \_\_\_\_\_