

BEAU CHENE COUNTRY CLUB
101 Beau Chene Boulevard
Mandeville, LA 70471

SWIMMING POOL ASSUMPTION OF RISK, WAIVER & RELEASE

(To be Read and Signed by Any Adult Member issued a key to the Beau Chene Country Club Swimming Pool.)

Having read this Swimming Pool Consent, Assumption of Risk, Waiver & Release (hereinafter, "the Release"), I do hereby agree to the Release for myself, my minor children, any guests or invitees of the foregoing persons, and my and/or my minor children's heirs, successors, executors, and estate and to the terms hereof, as set forth below:

Definitions

"Beau Chene Country Club" means The Earnest Corporation d/b/a Beau Chene Country Club, its directors, officers, management, agents, and employees.

"Minor" means any person under the age of 18.

"Member" means an adult Member of Beau Chene Country Club and the Member's minor children.

"Swimming Pool" means the swimming pool at Beau Chene Country Club and adjacent, enclosed areas.

"Swimming Pool Rules" means those rules adopted by the Beau Chene Country Club, as amended from time to time.

Acknowledgments

I certify that I have been issued a pool key to access the Swimming Pool when the pool is not open and not staffed by lifeguards.

I understand and agree that use of the Swimming Pool when the pool is not open and not staffed by lifeguards is At My Own Risk and at the risk of my family members, invitees and/or guests.

I agree not to allow others use of my pool key or to duplicate my pool key.

I agree not to gain access to the Swimming Pool after dark, or to use the Swimming Pool for parties.

I agree to accompany Minor children at all times when using my pool key to access the Swimming Pool.

I agree to lock the pool gate upon leaving the Swimming Pool.

I understand that violation of Swimming Pool Rules or rules stated herein will cause the pool key privilege to be revoked.

I certify that I have been furnished a copy of, have read and fully understand, and agree to abide by the Swimming Pool Rules.

I understand that a lifeguard is NOT always on duty at the Swimming Pool and that use of the pool is At My Own Risk.

I am aware of the hours when a lifeguard IS on duty and the hours the lifeguard is NOT on duty.

I agree that I will advise all of my minor children and/or guests and/or invitees of all safety procedures in using the swimming pool.

I will advise all of my minor children and/or guests and/or invitees to not attempt any activity of which they are not fully capable.

I will supervise any of my minor children and/or guests and/or invitees.

I agree that all of my minor children and/or guests and/or invitees shall strictly abide by the Rules and will follow explicitly, all instructions given by the lifeguards or Management.

I fully understand that:

- A. There are risks and dangers associated with swimming including, but not limited to bodily injury, communicable diseases, partial or total disability, paralysis and death. In accordance with the law, the Beau Chene Country Club does not exclude individuals with medical conditions that do not pose a medically-recognized threat to the health or safety of other participants in the normal course of swimming. I understand that there are some unavoidable circumstances where these conditions may require special caution on the minor's part to minimize the danger to the minor or others, and I acknowledge that it is the Member's responsibility to act accordingly.
- B. There are social and economic losses and damages which could result from those risks and dangers described above which could be severe;
- C. There are other risks not known or foreseeable at this time that could arise.

Release of Liability

In consideration for being permitted by the Beau Chene Country Club to use the Swimming Pool, I hereby waive, release and discharge any and all damages for personal injury, death, or property damage which I may have, or which my hereafter accrue to me, as a result of use of the Swimming Pool. This release is intended to discharge, in advance, the Beau Chene Country Club, its directors, officers, agents, employees, and management ("the Released Parties"), from any and all liability arising out of or connected in any way with my, or my minor children, and/or my guests and/or invitees use of the Swimming Pool, even though that liability may arise of negligence or carelessness on the part of the Released Parties. It is understood that use of the Swimming Pool involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this Release is to be binding on my heirs and assigns. I agree to indemnify and to hold the Released Parties and entity free and harmless from any loss liability, damage, cost, or expense, including court costs and attorney's fees, which may be incurred as the result of my, or any Member's, death or any injury or property damage that sustained in connection with the use of the Swimming Pool.

I have read and understand the statements above in this Release and agree to abide by the conditions herein, and intend to signing bind myself, my minor children, any guests or invitees of the foregoing, my and the minors heirs, successors, executors, estate and dependents to the terms hereof.

I EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS TO MYSELF AND ALL OF MY MINOR CHILDREN AND/OR GUESTS AND/OR INVITEES OF DEATH, DISABILITY, PARALYSIS, ILLNESS OR INJURY SUSTAINED WHILE USING THE SWIMMING POOL WHETHER OR NOT CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED HEREIN.

I agree this Release covers each and every time a Member uses the Swimming Pool.

I agree that I will not sue or make claims against the Released Parties as a result of the Member's use of the Swimming Pool. I agree to indemnify and hold harmless the Released Parties from all claims, judgments and costs, including attorney's fees, incurred in connection with and any such action brought as a result of the Member's use of the Swimming Pool.

In signing this Release, I am stating that I know what I am doing, that I have read carefully and understand this Release and fully agree with each statement contained herein and that I am responsible for all Members and their guests and invitees, and that I am aware that I may have the Release reviewed by legal counsel. Further, I acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review this Release prior to signing.

If any portion of this Release shall be held to be invalid, illegal or unenforceable to any extent and for any reason by any court of competent jurisdiction, the remainder of this Release shall not be affected thereby and shall be enforceable to the full extent permitted by law:

Signature _____

Date _____

Signature _____

Date _____