

# WAIVER OF LIABILITY AND PERMISSION FORM

This Agreement waives the liability of Rocky Lake LLC, for any use of the services, facilities, and swimming pool .

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the applicant signing below wish either for myself or my child (if applicable) \_\_\_\_\_ (printed name) to utilize the services, facilities, and swimming pool.
2. I hereby agree that the use of the services, facilities, and swimming pool, is at my child's (if applicable) and my own risk. As a condition of my and my child's (if applicable) use of such services, facilities, and swimming pool . I on behalf of myself, my heirs and assigns and my child (if applicable) expressly agree to forever discharge, waive and release Rocky Lake LLC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of Rocky Lake LLC, its owners, management, staff, servants, agents, employees and/or independent contractors that I or my child (if applicable) may have or acquire against Rocky Lake LLC, its owners, management, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child (if applicable) or myself or others resulting from , connected with or caused by the use of Rocky Lake LLC services, and swimming pool and /or facilities whether located on or off the Rocky Lake LLC premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, swimming pool or facilities. I further agree to defend, indemnify and hold harmless Rocky Lake LLC, its owners, management, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by my or my child's (if applicable) use of Rocky Lake LLC services, swimming pool and facilities, whether located on or off the Rocky Lake LLC premises.
3. I declare and affirm that I and my child (if applicable) am (or are) in good medical and physical condition and that the use of the Rocky Lake LLC services, facilities, and swimming pool does not pose any danger to my or my child's (if applicable) health.
4. I agree that I and my child (if applicable) will abide by all the rules and regulations of the Rocky Lake LLC, which may be posted at the Rocky Lake LLC, or issued orally and/or published at rockylake.biz. These rules may be amended at the Rocky Lake LLC's discretion. I agree that I and my child (if applicable) will not engage in behavior injurious to the enjoyment of the Rocky Lake LLC by other guests. I understand and agree that my and my child's (if applicable) use of Rocky Lake LLC may be immediately terminated if my (or their) behavior is not in accordance with the above.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my child (if applicable) by signing the Agreement.

The undersigned expressly agrees and understands that there is risk of injury or death from the use of the pool/ facilities, and that said risk is at and expressly assumed by the renter and their guests. The renter expressly understands and agrees that neither Rocky Lake LLC, its officers, or employees shall be liable for any claims, demands, injuries, damages or death to person or property arising out of or in connection with the use of the pool/facilities or the premises where the same are located whether or not said injury or death is due to the negligence of the Rocky Lake LLC, its officers, and employees and hereby holds Rocky Lake LLC, its officers, and employees harmless from all claims which may be brought against them

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND ROCKY LAKE LLC AND I SIGN IT OF MY OWN FREE WILL.

A non-parent cannot legally sign this waiver for other people's children.

It must be signed by a parent/legal guardian.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

\_\_\_\_\_  
Applicant's name (please print)

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Child's Printed Name

\_\_\_\_\_  
Parent or Guardian Signature Date

Day Time Telephone #: \_\_\_\_\_ Evening Telephone #:  
\_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_