

POOL Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a claim or court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in our INDOOR and or OUTDOOR POOL/WATERPARK / PLAY LAND (known collectively as "Pools"), now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in pool activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with using the pools, including but not limited to (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with pool participation and that said list in no way limits the operation of this Agreement.

Coronavirus/COVID-19 Warning & Disclaimer

In consideration of my participation in pool use and by signing below, I and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Bridges Bay Resort, LLC ("Company"), its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but not limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Company on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the pool facilities/equipment or participation in Company programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including but not limited to the negligence of Releasees.

In consideration of my participation in the pools, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my pool participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in pool participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death I sustain while participating in pool use and that by signing this agreement, I HEREBY RELEASE Releasees from all liability for such loss, damage, or death, I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in pool use.

I further certify that I am at least 18 years old, of lawful age to sign this agreement, and am otherwise legally competent to sign this agreement. I understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it of my own free will.