

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS  
and  
INDEMNITY/HOLD HARMLESS AGREEMENT  
for use of  
RIVERTON COMMUNITY ASSOCIATION  
SWIMMING POOL**

**ADDRESS:** \_\_\_\_\_

1. Defined terms under this Agreement:

“Association” – Riverton Community Association, Inc.

“Minors” – shall mean the following minors who are the children, foster children, wards or otherwise legal responsibility of the Users.

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

[Please print names of all minors above.]

“Released Parties” – shall mean the Association and the Association's managing agent, which is currently Weichert, Realtors- Lilac Properties and each of the above-named parties' partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool” – shall mean the Association's swimming pool complex located at 280 Scottsville-West Henrietta Road, West Henrietta, NY 14586.

“Users” – shall mean each signatory to this document and each signatory's Minors, heirs, successors, representatives and assigns.

2. The undersigned Users do hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/theirself and his/her/their heirs and any of their Minors and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**

Initials \_\_\_\_\_, \_\_\_\_\_

3. The allowed use of the Swimming Pool by Users, their Minors, this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.
4. Users must at all times be in good standing Association.
5. Any Users under the age of 18 years old must be accompanied by a User over the age of 18 years old.
6. Users must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 7 by Users will be the responsibility of the Users for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
7. Users agree to clean up any trash or other items left by Users in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by Users under this Agreement will be the responsibility of the Users. Should the Association have to pay for any clean-up or damages by Users under this Agreement, same must be reimbursed by the Users to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 18% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
8. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/theirselves, release and agree not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to Users, Minors related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors use of the Swimming Pool.
9. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO *USERS OR THEIR MINORS* RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE *RELEASED PARTIES*.

10. Users stipulate and agree that invalidation of any term(s) or provision(s) of this

Initials \_\_\_\_\_, \_\_\_\_\_

Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.

11. Users understand and agree the Association may terminate this Agreement at any time.
12. Users agree that he/she/they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

**Initial(s):**

\_\_\_\_\_ We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY.**

\_\_\_\_\_ We hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.

**The terms of this Agreement agreed to and accepted by:**

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
User Name Printed

\_\_\_\_\_  
Address

Initials \_\_\_\_\_, \_\_\_\_\_

## **SWIMMING COMPLEX RULES AND REGULATIONS**

1. Any child under the age of EIGHTEEN (18) must be directly supervised in and out of the water by a parent or guardian.
2. Coast Supervisor approved swim aids must be used for non-swimming children in the pools.
3. The wading pool is provided for ages EIGHT (8) and under. Children older than 8 should not be using this pool.
4. Parents are responsible for the behavior of their children when using the pool facilities. Parents are also responsible for any damages caused by their children.
5. All swimmers must wear proper swim attire. Cutoffs, shorts, etc., cannot be substituted for swimsuits. Babies in diapers must wear swimming diapers.
6. Hair that is longer than shoulder-length must be pulled back and secured while in the water.
7. Inflatable toys may only be used in the wading pool. Other toys, such as nerf-type balls, may only be used with permission from the supervisor on duty. Floats, rafts, large tubes, boogie boards etc., present visibility hazards and are not allowed. Snorkeling gear & "mermaid fins" or mono-fins, are not permitted in any pool.
8. Diving sticks are prohibited from use in the pools.
9. NO glass bottles, containers, etc., are allowed in the pool area.
10. NO alcoholic beverages or illegal substances are allowed in the pool area.
11. Eating and drinking are not allowed on the concrete deck area within six feet of the pool edges.
12. There is NO SMOKING in and around the pool complex including immediately outside the gate.
13. Bikes, skateboards, Heelys, and roller blades may not be used in the pool area and must be removed upon entering the complex. All bikes should be placed in the bike rack provided and locked.
14. Members and guests are expected to conduct themselves in a manner appropriate for a family establishment. Foul language or inappropriate behavior will NOT be tolerated and may be grounds for removal from the premises. Behavior deemed to be unsafe by the staff is also not permitted.
15. There is NO RUNNING, NO DANGEROUS HORSEPLAY, NO CHICKEN FIGHTS, AND NO PUSHING allowed in the pool complex.
16. Tampering with or defacing of pool equipment or property will be dealt with appropriately.
17. Diving is prohibited.
18. The lap lane must be cleared of all non-lap swimmers if someone wishes to swim laps. Jumping across the lap lane is not allowed. Hanging on the lines causes them to pull out of the wall anchors and is also not allowed.

Initials \_\_\_\_\_, \_\_\_\_\_

19. RCA reserves the right to change pool hours for special programs or weather conditions. The pool staff may, from time to time during the day, close one of the pools for breaks or maintenance.
20. During heavy rain or the threat of thunder/lightning the pool will be closed and all swimmers must leave the pool area.
21. NO guests are permitted in the pool. ONLY those who reside within Riverton and have pre-registered will be permitted entry to the pool.
22. The Board reserves the right to revoke the registration of any member who disobeys any of the pool rules. The pool staff may suspend the pool privileges of any person not complying with these rules, for up to three days with RCA approval.
23. RCA is not responsible for loss or damage to personal property and are encouraged to safeguard their valuables when at the pool.
24. NEVER SWIM ALONE. A minimum of two adults, 18 years of age or older, must be present whenever this swimming facility is in use, with at least one adult remaining on the pool deck.
25. THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 18 years of age must be accompanied to the bathing facility by a parent or guardian, (an adult who is responsible for the children and their behavior.)
26. IN AN EMERGENCY, NOTIFY THE FACILITY SUPERVISOR AND CONTACT HELP AS SOON AS POSSIBLE.
27. Only use this facility during posted hours of operation.
28. Don't drink alcohol and swim.

Initials \_\_\_\_\_, \_\_\_\_\_

# COVID -19 WAIVER

***Each adult over the age of 18 needs to sign the waiver in addition to signing the waiver for their children.***

1. I agree that I am personally responsible for my safety, any minors under my guardianship and actions while using the pool complex at Riverton Community Association, Inc. (RCA). I agree to comply with all RCA policies and rules, including but not limited to all RCA policies, guidelines, signage, and instructions. Because the RCA is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.
2. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Riverton Community Association, Inc, Weichert, Realtors- Lilac Properties, its board members, officers, agents, servants, independent contractors, affiliates, employees, management company, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the RCA Swimming Complex, or otherwise, while participating in any activity while in, on, or around the RCA swimming complex and/or while using any RCA facilities, tools, equipment, or materials.
3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the RCA facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the RCA swimming pool to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with New York State law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of New York lifts all COVID-19 related mandates.

Initials \_\_\_\_\_, \_\_\_\_\_

Initial Each  
Below

I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell

\_\_\_\_\_

I have not travelled internationally in the past 14 days

\_\_\_\_\_

I have not travelled to a highly impacted area within the United States of America in the past 14 days

\_\_\_\_\_

I do not believe I have been exposed to someone with a suspected and/or confirmed case of Coronavirus/COVID-19

\_\_\_\_\_

I have not been diagnosed with Coronavirus-COVID-19 and not yet cleared as non-contagious by state or local public health official

\_\_\_\_\_

I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19

\_\_\_\_\_

I acknowledge that my responses are true and accurate for not only myself, but any minors that I bring to the Pool Complex with me.

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**MINOR #1:**

\_\_\_\_\_

**RELATIONSHIP:**  PARENT  GUARDIAN  OTHER \_\_\_\_\_

**MINOR #2:**

\_\_\_\_\_

**RELATIONSHIP:**  PARENT  GUARDIAN  OTHER \_\_\_\_\_

**MINOR #3:**

\_\_\_\_\_

**RELATIONSHIP:**  PARENT  GUARDIAN  OTHER \_\_\_\_\_

**MINOR #4:**

\_\_\_\_\_

**RELATIONSHIP:**  PARENT  GUARDIAN  OTHER \_\_\_\_\_

**MINOR #5**

\_\_\_\_\_

**RELATIONSHIP:**  PARENT  GUARDIAN  OTHER \_\_\_\_\_

**The terms of this Waiver agreed to and accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_ Date \_\_\_\_\_ User

\_\_\_\_\_  
User Name Printed

Initials \_\_\_\_\_, \_\_\_\_\_