

**CARY SWIM CLUB
ADULT RELEASE OF LIABILITY**

I, _____, being an adult 18 years of age or older, and of my own free will do hereby acknowledge and fully understand the following:

1. That swimming and other water related activities are inherently dangerous and involve a certain level of risk of injury and that these risks and dangers exist while in the pool as well as in the surrounding pool area. These risks may include physical injuries, psychological injuries, and even the possible loss of life;
2. That Cary Swim Club has activities in addition to pool activities in which I may choose to participate, including but not limited to tennis, basketball, and volleyball. I hereby acknowledge that these activities are inherently dangerous and hereby accept and assume the risk that my participation in them may lead to physical injuries, psychological injuries, and even the possible loss of life;
3. I do hereby accept and assume the risks of my participation in the swimming pool activities and all other activities at Cary Swim Club and agree to fully release and hold harmless Cary Swim Club, its employees, members, agents, shareholders, directors, officers, trustees, and affiliates any kind from any and all liability, actions, demands, damages, expenses, costs, claims, and causes of action of any possible nature in respect of any and all injuries death, loss, or damage cause as a result of or related to any activities in the swimming pool and surrounding recreational areas;
4. I further agree to indemnify and hold harmless Cary Swim Club its employees, members, agents, shareholders, directors, officers, trustees, and affiliates any kind from and against any and all liability incurred as a result of or in any manner related to my participation in any and all activities at Cary Swim Club;
5. If, despite the signing of this waiver, a lawsuit is brought against Cary Swim Club, its employees, members, agents, shareholders, directors, officers, trustees, and affiliates in relation to my participation in any at Cary Swim Club, I agree to pay for any and all court costs, attorneys fees, expert fees, and all other expenses or fees which Cary Swim Club its employees, members, agents, shareholders, directors, officers, trustees, and affiliates may incur in defense of such litigation;
6. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions shall remain in full force and effect; and
7. I hereby certify that my participation in any and all activities at Cary Swim Club and my signing of this wavier are completely voluntary.

Name (print)

Signature (date)

Witness Name (print)

Witness Signature (date)