



THE ARCADIA RESORTS
CREATING MEMORIES FOR LIFE

Swimming Pool Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: **The Arcadia Resorts, LLC** (Owner of Property, Releasees)

I wish to swim at the Arcadia Resorts pool facilities during the length of stay at your vacation home. By swimming in the vacation home pool, I recognize and fully understand certain things, including:

- At no time is there a lifeguard on duty, you (the renter/guest) are responsible for the safe operation of the pool and are responsible for ALL the persons using the pool during your stay (either invited/uninvited).
- My use of the pool facilities during my stay involves certain risks, including but not limited to:
 1. The risk of injury resulting from possible malfunction of the pool equipment;
 2. The risk of injuries resulting from tripping or falling over obstacles in the pool area;
 3. The risk of injuries resulting from unsupervised divers and swimmers colliding;
 4. The risk of other injuries resulting from participating in any action in the pool.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for *The Arcadia Resorts* allowing me to utilize the pool and area during my stay, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I or my guests have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my or my guest's next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area
4. That I am over the age of 18 and that I am responsible for ALL of my guests safety and will adhere to all the rules of the property;
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: _____

Print: _____ Date: _____

