

Old Trail Swim Club
Release and Indemnity Agreement

Acknowledgement and Release

This Old Trail Swim Club Acknowledgement and Release (the "Release") is by and between the undersigned individuals (the "Members") and Old Trail Swim Club, LLC, and March Mountain Properties, LLC (the "Owner").

In consideration of being permitted access to the pool owned by the Owner known as the Old Trail Swim Club (the "Pool"), the undersigned acknowledges that release is granted to the Owner, its agents, employees, directors, certificate holders, independent contractors and successors, Old Trail Golf Club and Real Property, Inc. from all liability claims, causes of action, demands and indebtedness of every kind and nature relating to use of the swimming pool and pool area. This release and indemnity agreement is a contract with legal consequences. The undersigned acknowledges they have carefully read and fully understand before signing.

In consideration of being permitted access to the Pool, the undersigned does hereby agree to indemnify and hold harmless the Owner, its agents, employees, directors, certificate holders, independent contractors and successors, Old Trail Golf Club and Real Property, Inc. from all liability claims, causes of action, demands and indebtedness of every kind and nature relating to use of the Pool.

The undersigned does hereby make the following acclamations:

1. I am at least 18 years of age.
2. I understand that a swimming pool is hazardous to those persons who have not been trained to swim or whose condition renders them unable to swim capably, and that the fence (including the locked gate) has been placed around the swimming pool in order to prevent such persons from having access to the swimming pool.
3. I will not allow anyone else to use my pool pass in order to gain access to the swimming pool, nor will I allow any minor to use my pass in order to gain access to the swimming pool.
4. I will not assist anyone in gaining access to the swimming pool unless he or she has signed a release such as this Release.
5. I agree to abide at all times by the rules and regulations as detailed in this agreement and fully understand that failure to do so may result in revocation of pool privileges and that my membership may be cancelled at anytime. I further agree that revocation of my pool privileges or cancellation of my membership may or may not entitle me to a refund of any membership dues paid.
6. I understand that I am signing this Release on behalf of those members of my household under the age of 18, as well as on behalf of any guests that may be invited by me to the Pool.

I execute this Release on behalf of myself, my estate, heirs, executors, administrators and assigns, as well as my dependents under the age of 18 who may or may not access the pool under my membership. I expressly agree that this Release is intended to be as broad and inclusive as permitted and that if any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read this Release, I know the contents of this Release and I sign this Release as my own free act.

*Date: _____
Signature

Date Pass Issued: _____
Printed Name

Mailing Address

*Date: _____
Signature

Date Pass Issued: _____
Printed Name

Mailing Address

*Date: _____
Signature

Date Pass Issued: _____
Printed Name

Mailing Address

*Date: _____
Signature

Date Pass Issued: _____
Printed Name

Mailing Address

Please include below the names of individuals in your household under the age of 18 that will require use of a pool pass under your membership plan:

* Release must be signed by all members of household over the age of 18 years. If additional signature pages are required, please contact Andrea McNeill via email to Andrea@OldTrailVillage.com.