



WAIVER & RELEASE OF LIABILITY

In consideration for my use of the Asheboro Racquet and Swim Club facility, I agree to release, indemnify, and forever discharge and hold harmless Asheboro Racquet and Swim Club, LLC, its agents, employees, officers, directors, managers, members, and partners, including its successors and assigns (collectively, "ARSC"), from any and all liability, claims, demands or damages of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my use of the entire facility and its amenities, including without limitation, costs and expenses such as attorney fees and court costs.

I understand and acknowledge that by signing this agreement, I am discharging ARSC from any liability or claim that I may have against ARSC with respect to bodily injury, personal injury, illness, death or property damage that may result from my use of the entire facility and its amenities, or use by my spouse, dependents, guests, regardless of whether such liability or claims are founded in whole or in part upon any alleged negligence or gross negligence or ARSC.

I understand and acknowledge that swimming and other pool activities carry with them significant and serious risks of personal injury, death and/or damage to my personal property. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. I hereby expressly assume these risks and release ARSC from all liability for injury, illness, death, or property damage resulting from use of the pool.

I understand and acknowledge that I have a personal responsibility to follow any safety rules and procedures established by ARSC and that are associated normally with swimming and other pool activities.

Member Signature

Date

Member Name