



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in **GCC Morning Adult Swim** (the “Activity”) and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claim, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Glenrochie Country Club, located at 200 Clubhouse Drive, Abingdon, Virginia 24211, their affiliates, owners, directors, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively) “Glenrochie Country Club”), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical, or emotional loss, that I may suffer as a direct results of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM AT LEAST 21 YEARS OF AGE AND AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY, AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE OF RECKLESSNESS, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION (S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKONWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Glenrochie Country Club against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees, and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Glenrochie Country Club incurs any of these types of expenses, I agree to reimburse Glenrochie Country Club.

I acknowledge that Glenrochie Country Club and their directors, officers, employees, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Glenrochie Country Club.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of other, including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE GLENROCHIE COUNTRY CLUB AND ALL OF ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST GLENROCHIE COUNTRY CLUB FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHERWISE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Glenrochie Country Club, its directors, officers, volunteers, representatives, agents, and employees.

In the event that I should require medical care or treatment, I agree to be solely financially responsible for any costs incurred as a result of such treatment, I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions.

*This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Glenrochie Country Club agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposed for which it is entered into.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable, or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limited said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforces as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, the undersigned participant, affirm and I am of the age of 21 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract that I am signing it of my own free will.

Participant's Name: (Print)

Participant's Address:

Phone Number:

Signature:

Printed name:

Date:

LAP SWIMMERS' MAY ONLY SWIM IN THE MORNING PRIOR TO POOL OPENING

Mon, Tue, Wed, Thu, Fri, Sat: up to 10:30

Sun: up to 11:30