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| **Nassau Swim Club Waiver**  **Assumption of Risks:** Members recognize that their presence at the pool, attendance in pool events, and participation in pool activities, as well as their children’s and guests’ presence/participation, carries some inherent risks. They hereby assert that their presence/participation in these activities is voluntary, and that they knowingly assume responsibility for all related risks. In particular, they are responsible for their children’s safety at the pool, except when the children are enrolled in pool programs (swim and dive team, swim lessons and full day aquatics program).    **Waiver and Release of Liability**: By applying for and accepting membership at Nassau Swim Club (“NSC”), members waive, release, and discharge NSC from liability for any and all claims and damages, such as personal injury, accidents or illnesses (including death), arising from, but not limited to, participation in activities, swim and dive teams, classes, full day aquatics program, observation, and any use of facilities, premises or equipment. This Waiver and Release is also agreed upon on behalf of their minor children and on behalf of guests or anyone gaining entrance to the pool through the use of their membership.  **Indemnification and Hold Harmless:** NSC members also agree to indemnify, hold harmless, and defend NSC from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, which arise out of their membership or use of the property, facilities, staff, equipment or services of NSC, or that arise out of such use by their minor children and guests.  **Pool rules**: Members agree that they have read the Pool Rules and that themselves, their guests or minor children will fully comply with all such Rules and with all signage posted at the pool.  **Acknowledgment of Understanding**: Members agree to read this waiver of liability, assumption of risk, and indemnity agreement, and to fully understand its terms. They acknowledge that, by becoming members of NSC, they freely and voluntarily accept such agreement as a complete and unconditional waiver and release of all liability to the greatest extent allowed by law. |