

**BELLEWOOD COUNTRY CLUB**  
**“THE POOLS AT BELLEWOOD” ASSUMPTION OF**  
**RISKS & WAIVER OF LIABILITY (*Read Carefully*)**

I \_\_\_\_\_ understand and acknowledge that there are multiple risks of injury and/or drowning inherent with activities in and around a large recreational swimming pool complex such as at *The Pools at Bellewood* (the “Facilities”) which include, but are not limited to, drowning, slips, falls, cuts and scrapes from concrete, exposure to chlorinated pool water, exposure to waterborne illnesses, intentional and unintentional contact with members, their children and/or their guests, and/or contact from volleyballs and basketballs and splashing/spraying of chlorinated pool water several yards from the pool(s) edges, ON MY AND THEIR BEHALF, I KNOWINGLY ASSUME THESE RISKS FOR MYSELF AND ON BEHALF OF MY CHILDREN AND ALL PERSONS IN MY CARE OR FOR WHICH I AM RESPONSIBLE (“RELEASING PARTIES”) AND HEREBY AGREE TO RELEASE, DISCHARGE, COVENANT NOT TO SUE, DEFEND AND HOLD HARMLESS BELLEWOOD GOLF CLUB, LP; TPT PARTNERS, LP; EDGEWOOD HOLDINGS, INC.; BELLEWOOD GOLF, INC. AND BELLEWOOD RESTAURANT, INC. AND THEIR RESPECTIVE PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION, AND ANY LOSSES, DANGERS, BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, SUITS AND LIABILITY, THAT MAY ARISE NOW OR IN THE FUTURE PURSUANT TO ANY OF THEIR ASSUMED RISK TYPES AS EXAMPLED ABOVE, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS RESULTING FROM THEIR ORDINARY NEGLIGENCE.

THIS RELEASE COVERS ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE AT THE FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

I further understand and agree that it is my responsibility to correctly and properly **supervise at all times**, while in the water and out, any children in my care or for which I am responsible, under age 14 and any person 14 and older who cannot swim. I understand and agree that the lifeguards are present only for attempting water rescues and are not capable of nor are required to keep children and/or adults who cannot swim from entering the water. I agree to release, defend and hold harmless Bellewood Golf Club, LP; TPT Partners, LP; Edgewood Holdings, Inc, Bellewood Golf, Inc. and Bellewood Restaurant, Inc. and their respective partners, shareholders, officers, directors and employees from and against any and all claims or causes of action that may arise now or in the future for failure to have correctly and properly supervise children and/or adults in my care as stated above. I further agree that this paragraph shall apply to, and I shall remain liable for, any person (including by way of example, but not limited to: babysitters, nannies, au pairs, caregivers, and the like) whom I designate to properly and correctly supervise at all times members of my family and guests.

I further agree to consult and receive medical clearance from a doctor on behalf of myself and for any other person which I am responsible, for any pre-existing medical condition prior to engaging in any activities in or around a swimming pool for myself and all other Releasing Parties, the undersigned hereby warrants and represents that: (i) he or she understands that the particular activities which he or she may undertake at the Facilities may involve vigorous physical exercise, including by way of example swimming, diving, exercise, and prolonged or peak physical activity, as well as use of recreational equipment or other devices located at the Facilities (collectively, the “Activities”); (ii) he or she understands that there are significant risks associated with participation in the Activities, including by way of example the possibility of serious injury or death caused by falling, exertion, physical activity, drowning, accident, injury related to use of equipment or devices, or injury caused by or inflicted by the acts or negligence of other participants; and (iii) he or she is in sufficient physical condition and is physically able to undertake all Activities, and has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate. I have received, read and thoroughly understand the *Rules and Regulations of the Pools at Bellewood* and agree to strictly follow them. I hereby agree to release, defend and hold harmless Bellewood Golf Club, LP; TPT Partners, LP; Edgewood Holdings, Inc.; Bellewood Golf, Inc. and Bellewood Restaurant, Inc. and their respective partners, shareholders, officers, directors and employees from and against any and all

claims or causes of action that may arise now or in the future for failure to strictly follow the *Rules and Regulations of the Pools at Bellewood*.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

The Undersigned, for himself/herself and all other Releasing Parties, authorizes any representative of the Facilities to have the participant treated in any medical emergency during their participation in the various swimming programs and/or competition. Further, the participant and/or parent/guardian agrees to pay all costs associated with medical care and transportation for the participant.

Name of Member, Guest or Responsible Adult (must be 18 years of age or older)

WITNESS:

\_\_\_\_\_  
(PLEASE PRINT)

\_\_\_\_\_  
(SIGNATURE)

DATE: \_\_\_\_\_

## THE POOLS AT BELLEWOOD SUMMER 2024

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Family Name: Member Number:

Member 1: Name:DOB

Member 2: Name:DOB

Member 3: Name:DOB

Member 4: Name:DOB

Member 5: Name:DOB

Member 6: Name: DOB

Approved Care Giver: Name:Phone:

Address: \_\_\_\_\_ Street: Town Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Other: Email: \_\_\_\_\_

Emergency Contact: Name: Phone: \_\_\_\_\_

