



## **POOL RULES & GUEST WAIVER AND RELEASE OF LIABILITY FORM**

### **SWIM AT YOUR OWN RISK**

### **NO ONE ALLOWED IN POOL AREA DURING CLOSED HOURS**

All activities are video monitored at the pool and clubhouse

- NO GLASS IN POOL AREA
- NO DIVING OR RUNNING
- GUESTS MUST SIGN LIABILITY WAIVER
- NO SMOKING, VAPING OR USE OF ILLICIT DRUGS ON PROPERTY
- NO PETS IN POOL AREA
- NO CHEWING GUM IN POOL AREA
- NO FOOD WITHIN 5 FEET OF POOL
- NO VIOLENT BEHAVIOR OR VULGAR LANGUAGE
- NO TAMPERING WITH RESCUE EQUIPMENT
- DISPOSE OF TRASH IN TRASH RECEPTACLES
- POOL GATE MUST BE LEFT CLOSED AT ALL TIMES
- PLEASE SIGN IN BEFORE ENTERING POOL AREA
- MINORS 10 YEARS AND YOUNGER WILL NOT BE PERMITTED IN THE POOL AREA AT ANY TIME WITHOUT ADULT SUPERVISION.
- CHILDREN 12 YEARS AND OLDER ARE PERMITTED IN THE POOL AREA WITHOUT ADULT SUPERVISION ONLY WHEN A LIFEGUARD IS ON DUTY.
- WHEN THERE IS NO LIFEGUARD ON DUTY, AGES 17 AND UNDER MUST HAVE ADULT SUPERVISION.
- POOL FURNITURE IS NOT BE REMOVED FROM POOL AREA
- RETURN POOL FURNITURE TO ORIGINAL AREA IF MOVED
- NO ONE IN WET BATHING ATTIRE SHOULD ENTER THE CLUBHOUSE
- PLEASE REMEMBER TO TOWEL DRY BEFORE ENTERING THE BATHROOM
- FLOTATION DEVICES WILL BE LIMITED TO SMALL FLOATS AND RAFTS.
- IF YOU DON'T FOLLOW THE RULES, YOU MAY BE REMOVED FROM THE PREMISES.
- IN AN EMERGENCY, CALL 911.

Patrons WILL BE HELD Responsible for any and all damages, attorney fees, costs, and repairing ANY physical damage. Violating the rules and regulations could result in Pool and/or Clubhouse privileges BEING suspended or revoked or MAY BE CHARGED WITH TRESPASSING

**Initial** \_\_\_\_\_

I, **(name)** \_\_\_\_\_, and the following guests for whom I am legally responsible (the "Authorized Guests"), (name, age, and relationship):

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wish to use the Covington Country Club swimming pool during such times that a lifeguard is **on duty** (known as “Guarded Hours”).

In using the pool during these times, I recognize and fully understand the following:

- No one will be allowed entry to the CCC pool area during closed hours.
- There are routine breaks for Lifeguards (adult swim time), during which swimming is limited to competent swimmers, ages 18 and over.
- In case of lightning or thunder, swimming will not be allowed until 30 minutes have passed since the last observed lightning or thunder.
- Use of the pool during Guarded Hours involves certain risks, including, but not limited to:
  - Risk of injury resulting from possible malfunction of the pool equipment;
  - Risk of injury resulting from tripping or falling over obstacles in the pool area;
  - Risk of injury resulting from divers and/or swimmers colliding;
  - Risk of injury resulting from impact with the pool bottom or sides, or the area around the pool;
  - Risk of injury resulting from inexperience or lack of skill in using the pool or related equipment;
  - Risk of injury resulting from medical conditions that create or contribute to an inability to safely use the pool or related equipment;
  - Risk of injury resulting from misuse of the pool or related equipment by myself or other participants;
  - Risk of injury arising from any other cause; and
  - General safety risk arising from unsupervised use of the pool during such times that there may be no lifeguards or no other participants present.

I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks and only provides examples of types of risks that I am assuming.

**Initial** \_\_\_\_\_

In exchange for the Covington Country Club (known as the “CCC”) allowing me to use the swimming pool during Guarded Hours, I hereby agree to the following terms and conditions:

I understand that after signing this Waiver and Release of Liability Form,

- I agree to use my access only in compliance with the terms of this document, and to take reasonable precautions to prevent unauthorized use of my access privileges.
- I do hereby affirm that I have read the CCC Pool Rules, which are incorporated herein and made a part of this document, and that I fully understand said rules.
- I agree to comply with the provisions of this document, including the pool rules set forth on the CCC website, which are incorporated herein and made a part of this document.
- I will comply with the rules posted by the pool, but in the event of any conflict between the rules posted by the pool and the rules set forth in this document, those set forth in this document shall control.
- I understand rules may be changed and new rules may be implemented by the CCC during the pool season, and I will comply with the most current rules. I may not invite guests to join me at the pool without guests signing their own liability waiver.
- Under no condition am I to allow entry to the pool area to anyone other than those listed on this document, who have signed this Waiver and Release of Liability Form.



I understand that if, at any time in the future, I no longer have swimming privileges at the CCC pool, my right to use the pool will terminate.

I understand that failure to comply with the terms of this Waiver and Release of Liability Form may result in revocation of my access and termination of my right to use the pool during Guarded Hours and possible suspension of pool membership.

I hereby waive any and all claims that I, and/or my Authorized Guests who are allowed to use the pool under our family membership, have or may have in the future, against the CCC, or any of its directors, officers, employees, agents, or representatives (known collectively as the "Releasees"), relating to my use, and/or my authorized 'Family Members' use, of the COVINGTON COUNTRY CLUB swimming pool during both Guarded and Non-Guarded Hours.

I hereby release the Releasees from any and all liability for any loss, damage, injury, expense, or other cost that I, and/or my Authorized Guests' use, may suffer in connection with use of the COVINGTON COUNTRY CLUB swimming pool during both Guarded and Non-Guarded Hours, arising from any cause whatsoever, including but not limited to any negligence on the part of the Releasees.

I hereby agree to indemnify and hold the Releasees harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related costs or expenses, including reasonable attorney's fees, that may arise as a result of my own conduct or omissions with regard to the COVINGTON COUNTRY CLUB swimming pool and its' amenities, or the conduct or omissions of anyone for whom I am responsible, including 'Authorized Guests' use.

I do hereby agree and affirm that if I should grant anyone access to the pool, whether intentionally or negligently, in violation of the terms of this document, or if any Authorized Guests or anyone for whom I am responsible does so, I shall also be responsible for the conduct or omissions of such person.

I hereby represent and affirm by signing this document that I am 18 years of age or older, that I am signing this document freely and voluntarily, and that I am of sound and disposing mind and memory, and that I am not acting under any fraud, coercion, duress, compulsion, or misrepresentation.

I understand that no one shall be allowed access on my behalf, other than me and my Authorized Guests, who are allowed pool privileges under our Guest Pass and that have signed this Waiver and Release of Liability Form.

This Waiver and Release of Liability Form shall be binding upon me, my Authorized Guests, and upon my heirs, executors, administrators, or other personal representative acting on my behalf or on behalf of my estate.

This Waiver and Release of Liability Form shall be construed, interpreted and enforced in accordance with the laws of the State of Louisiana, and any litigation involving this document shall be brought exclusively in the courts of St. Tammany, Louisiana.

I do hereby affirm that I have read this Waiver and Release of Liability Form, including the pool rules which are incorporated herein and made a part of this document, and that I have either reviewed with Legal counsel or waived the right to same.

I do hereby affirm that I agree to the terms set forth herein and I acknowledge that by signing this document that I am waiving and releasing certain legal rights that I, and any of my family members, have, or may have, against the Releasees, and I fully agree to do so.



COVINGTON  
COUNTRY CLUB

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signed:** \_\_\_\_\_

By: \_\_\_\_\_  
(print name)