

**ALMADEN OAKS COMMUNITY CENTER POOL
GUEST AGREEMENT AND RELEASE OF LIABILITY**

I/we am/are at least 18 years old, and have voluntarily applied to use the facilities of Almaden Oaks Community Center (AOCC) for the 2023 season.

I am aware that using the facilities of AOCC, including but not limited to use of the swimming pool, the playground structures or free standing play structures, involves inherently dangerous activities. I understand that the hazard of use of the facilities include, but are not limited to, injury or death from drowning. I am voluntarily using the facilities of AOCC with knowledge of the dangers involved and I agree to accept any and all risks of injury and death.

In consideration of my use of the facilities of AOCC, I agree that I, my heirs, spouse, guardians, legal representatives, and assigns will not make a claim against, or sue, **ALMADEN OAKS COMMUNITY CENTER POOL, its officers, agents or employees** for injury, death or property damage arising from the negligence or other acts by the Almaden Oaks Community Center Pool, its officers, agents or employees, as a result of my use of the AOCC facilities, including but not limited to use of the AOCC swimming pool. In addition, I release and discharge **Almaden Oaks Community Center Pool, its officers agents and employees** from all actions, claims or demands that I, my heirs, guardians, legal representatives or assigns now have or may later have for injury, death of property damage resulting from my use of the AOCC facilities, including but not limited to by use of the AOCC swimming pool.

I agree that all disputes and controversies of every kind and nature arising out of or in connection with this Agreement and Release of Liability, including but not limited to disputes as to the existence, construction, validity, interpretation or meaning, of the Agreement, shall on written request of one party served on the other be submitted to arbitration and that such arbitration shall comply with and be governed by the provision of the California Arbitration Act, California Civil Code Sections 1280-1294.2. Any notice to be given or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notice to Guest shall be addressed as set forth above.

I agree that I have been made aware that there is a copy of the General Rules and Bylaws of the AOCC available either at the Almaden Oaks Community Center Pool website or from the lifeguard during normal operating and that I may request to see these documents at any time. I agree to abide by the Rules of said documents. I further agree to pay for any damage or vandalism attributed to my child or myself.

This Agreement and Release of Liability are intended to be binding upon any minor dependents of yours that use the facilities of AOCC. This Agreement and Release of Liability are intended to be binding upon any heirs, guardians, legal representative and assigns.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN THIS FORM VOLUNTARILY.

Signature

Name of Adult (printed)

Name of Minor (printed)

Date

Guest of _____