

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT
(SWIM PROGRAM-ADULT)**

1. Westchase Community Association, Inc. (the "Association") is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association allows its members to participate in a Swim Program in consideration for the member's non-revocable agreement to the terms set forth in this Waiver, Release of Liability, Covenant Not-to-Sue, and Indemnity Agreement (the "Release").

2. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.

3. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

4. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THIS RELEASE, AND THAT IF I ELECT TO NOT SIGN THIS RELEASE, THE ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW ME TO PARTICIPATE IN THE SWIM PROGRAM.

5. I understand and agree that participation in the Swim Program involves potential inherent risks including, but not limited to, expected or unexpected bodily contact with or from other persons, objects, structures, or equipment; drowning or near drowning incidents with the potential to result in death, brain injury due to lack of oxygen, or other serious or life-threatening medical conditions; falls on hard surfaces around the pool perimeter; physical exertion which may result in injury or an adverse medical condition; and strains, sprains, tears, fractures and other injuries to muscles, tendons, ligaments, bones and other body parts due to trauma or repetitive use; and, other inherent risks which are impractical and unnecessary to identify in this Release. I understand and agree that both identified and non-identified risks may result in personal injury, illness, death, or property damage.

6. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH PARTICIPATION IN THE SWIM PROGRAM, whether or not the risk is expressly set forth in this Release.

7. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of my participation in the Swim Program, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

8. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE NOT TO SUE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of my participation in the Swim Program, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

9. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, and the Association's directors,

MEMBER (initials): _____

members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of my participation of the Swim Program, irrespective of the nature of the claim and the person asserting the claim.

10. I represent and warrant that I have no physical limitations that prevent my safe participation in the Swim Program.

11. I understand that I must comply with Association Rules and Regulations applicable to the Swim Program, whether said Rules and Regulations exist now or in the future.

12. I have not relied on any statement or representation not contained in this Release in executing this Release.

13. This Release is governed by the laws of the State of Florida. In the event of a lawsuit regarding this Release, (1) venue shall be in Hillsborough County and (2) the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees incurred at the trial and appellate levels.

14. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

15. By my signature below, I represent that (1) I have read, understand and accept the terms of this Release; (2) I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release; and, (3) it is my irrevocable intention to legally bind myself, my heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

I understand and acknowledge that I must present my state-issued photograph identification card to WCA Staff to copy before I may participate in the Swim Program. WCA Staff will sign and date below to acknowledge my state-issued photograph identification card was copied and returned to me.

PRINTED NAME OF MEMBER

WCA STAFF

SIGNATURE OF MEMBER

DATE

DATE