

Cages Bend Swim and Tennis LLC

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Gallatin, TN 37066

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**WAIVER AND RELEASE OF LIABILITY FORM RELEASE OF LIABILITY, WAIVE OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE CAGES BEND SWIM AND TENNIS LLC and D & B EXCAVATION CO., INC:

1. I, the undersigned, wish to use the Swimming Pool at Cages Bend Swim and Tennis LLC and D & B Excavation Co., Inc; I recognize and understand that using the Swimming Pool involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from tripping or falling over obstacles in the pool area.

2. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of participating in Cages Bend Pool Activities, I hereby agree as follows: 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Cages Bend Swim and Tennis LLC and D & B Excavation Co., Inc, their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as "the Releasees"); 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation at the Swimming Pool due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of, or personal injury to, any third party, resulting from my participation at the Swimming Pool; 4. Releasees reserve the right to revoke the membership of any family and/or individual not abiding by facility rules; 5. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death. I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

3. _____ X _____
(Please print name clearly)

4. Date of Birth _____ X _____
Parent Signature if 17 or younger

5. _____ X _____
(Print witness name clearly) Witness Signature