

THE POOL PLACE: Participant Agreement, Release, and Assumption of Risk (The Agreement)

In consideration for gaining access to 3407 Blanche Ave, Cleveland Hts, OH 44118 (The Pool Place), and engaging the services of The Pool Place, including its owners, workers, lifeguards, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons, or entities acting in any capacity on their behalf (herein after collectively referred to as PP), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

INITIAL HERE→ _____ I acknowledge that my participation in PP activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself and my children, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree to accept and assume all of the risks existing in this activity. My and/or my children's participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my children are injured, I acknowledge that I or my children may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expenses. I UNDERSTAND AND AGREE THAT PP WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED. In consideration of PP allowing my participation in pool activities, I for myself and on behalf of my children and /or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, discharge and indemnify PP of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to PP's negligence: and I, for myself and on behalf of my children, and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions and causes of action, against PP for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me, and /or my minor children that are in any way associated with PP swimming pool activities. Should PP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I for myself and on behalf of my children, and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

INITIAL HERE→ _____ I certify that I and/or my children are physically able to participate in all activities at the location without aid or assistance. I further certify that I am willing to assume the rules governing my and/or my children listed in this waiver. (I understand that the PP rules have been implemented for the safety of all guests at the location, including myself and/or my children. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my children from the location.) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my children hereby waive any right I and/or my children may have to a trial.

INITIAL HERE→ _____ In addition to all stated above, I agree that **any lawsuit or arbitration brought against PP will be settled solely in an Orthodox Jewish court of law in Cleveland, Ohio**, within one year of the date of this agreement and will not be brought to a secular/public court.

INITIAL HERE→ _____ I further agree that I will respect the premises and property of PP and am assuming responsibility for damage to the swimming pool liner by any sharp object I or my child brings into the pool or use in the pool, including, but not limited to, keys or jewelry with sharp edges, an expense that could exceed \$1,000.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PP on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this agreement and I voluntarily agree to be bound by its terms, without change, for this visit and all future visits.

I further certify that I am the parent or legal guardian of the children listed above on this agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent or legal guardian of the children listed above.

PRINT NAME of Parent or Participant who is 18 years or older:

_____ DATE: _____

SIGNATURE _____ BIRTHDATE (of parent): _____

PRINT STREET ADDRESS: _____ CITY: _____

CELL PHONE NUMBER: _____

****List the names and birthdays of ALL CHILDREN 17 and under:**

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|----------|--------------|----------|--------------|
| 1. _____ | D.O.B: _____ | 5. _____ | D.O.B: _____ |
| 2. _____ | D.O.B: _____ | 6. _____ | D.O.B: _____ |
| 3. _____ | D.O.B: _____ | 7. _____ | D.O.B: _____ |
| 4. _____ | D.O.B: _____ | 8. _____ | D.O.B: _____ |