

The Rushes Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: Users of The Rushes Recreation Center facilities and Rushes recreational equipment.

I wish to utilize The Rushes Recreation Center facilities and Rushes equipment during the times that The Rushes Recreation Center is open and items available. By utilizing The Rushes Recreation Center and Rushes equipment, I recognize and fully understand certain things, including:

- I (the user) am responsible for the safe operation of the equipment that I use and am responsible for all persons in my party using the equipment.
- My use of the Rushes equipment during my stay involves certain risks, including but not limited to:
 1. The risk of injury resulting from possible malfunction equipment.
 2. The risk of injuries resulting from tripping or falling over obstacles.
 3. The risk of contracting COVID-19 and any other infectious diseases. I further agree not to use any equipment if I or a member of my party displays any symptoms of Covid-19 such as a fever or cough.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for usage of the pool and Rushes equipment I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The Rushes, its directors, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of any and all equipment.
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the equipment, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool and equipment.
4. That I am responsible and will adhere to all the rules of the property as posted.
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.
6. That this Waiver applies to all individuals in my party.
7. A deposit of \$250.00 is required for the use of all equipment. If I do not return the equipment when due, I will be charged \$250.00 per each piece of equipment that I fail to return. A \$20.00 convenience fee can be paid if I want to keep the equipment for the week of my stay.
8. Besides myself the following people in my party may use the facilities at the Recreational Center and Rushes equipment:

may continue on the back side

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: _____

Print: _____

Date: _____

October 22,2021