

**FOXCROFT UNSUPERVISED ADULT SWIM
WAIVER, RELEASE, and INDEMNIFICATION AGREEMENT**

Whereas, Foxcroft Homes Association, Inc. ("Foxcroft") is an eleemosynary corporation existing for the service and benefit of the homeowners of the Foxcroft residential subdivision in Greenville County, South Carolina;

Whereas, Foxcroft owns certain property and amenities, including a gated-locked swimming pool located at 2 Foxcroft Road, Greenville, South Carolina, for the sole use by and benefit of Foxcroft homeowners and their families;

Whereas, the swimming pool historically has been open only during certain set hours between the months of May and September (hereafter "swim season"), under the supervision of certified lifeguards;

Whereas, some Foxcroft homeowners and members of the Foxcroft Homes Association desire to access to the swimming pool for themselves and their children during hours before the pool is opened by the certified lifeguards for general use by the Foxcroft neighborhood;

Whereas, Foxcroft has created an Unsupervised Adult Swim Program ("UASP") to accommodate these homeowners;

Whereas, the undersigned's participation in the Foxcroft UASP is completely voluntary at all times and done so with the full assumption of all risks of any kind;

Whereas, Foxcroft Homes Association, its board members, officers, homeowners, employees, or any other third-party employed by Foxcroft for the maintenance and operation of its swimming pool (currently, Upstate Pool Management – those employees, officers, etc.), cannot have any legal liability of any kind arising from or related to the undersigned's participation in the Foxcroft UASP, by the participant or any child of the participant.

WHEREFORE, as a participant in the Foxcroft USAP (hereinafter "Participant"), the undersigned warrants, acknowledges and agrees to the following:

1. Participant represents that he/she is able to swim (specifically safely swim unsupervised) and in good health. Foxcroft conducts no screening to evaluate any participant's physical or mental qualifications to participate in this program. Participation by the undersigned is based exclusively on Participant's membership status with Foxcroft Homes Association, Inc. as well as Participant's adherence to all terms of this agreement and all applicable swimming pool guidelines.

2. Participant agrees that he/she will be fully and completely responsible for supervising the safety and well-being of any child he/she includes in the UASP. **No minor of any age is permitted access to the pool under this program without the direct supervision of his/her parent.**

3. Participant represents that he/she has the legal authority to bind any child he/she includes in the USAP, and further agrees that he/she will not include any child in the UASP whose parent or legal guardian has not executed this Wavier and Release.

4. Participant agrees he/she is assuming all risk of injury (including permanent disability or death) associated with his/her participation in the Foxcroft UASP for himself/herself and for any child the participant includes. Participant agrees that no claim of any kind shall ever be made for injuries or damages, by the Participant, his/her children, his/her heirs, agents or assigns against Foxcroft Homes Association, its board members, officers, homeowners, employees, or any other third-party employed by Foxcroft for the maintenance and operation of its swimming pool (currently, Upstate Pool Management – those employees, officers, etc.), arising from or related to the undersigned's participation in the Foxcroft EMASP; and

5. Furthermore, in the event anyone asserts any claim for damages against Foxcroft Homes Association, its board members, officers, homeowners, employees, or any other third-party employed by Foxcroft for the maintenance and operation of its swimming pool (currently, Upstate Pool Management – those employees, officers, etc.) arising from or related to Participant's participation in the Foxcroft UASP, Participant agrees to defend, to indemnify and to hold harmless these parties/entities from any such claim.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, 20__.

Participant Signature: _____ Witness Signature: _____

(Printed) _____ (Printed) _____

Children Who May Participate [Names & Ages]:

**THIS IS A LEGALLY BINDING AGREEMENT. YOU MAY WISH TO CONSULT WITH YOUR OWN LEGAL COUNSEL.
DO NOT SIGN IF YOU DO NOT AGREE WITH ITS TERMS.**