

Cottonmill Pool Activity Waiver & Release of Liability

This ACTIVITY WAIVER & RELEASE (this "AGREEMENT") is between

The parties to the agreement

- St Albans Sub-Aqua Club Ltd, Cottonmill Lane, St Albans. AL1 1HQ ("SASAC") OF THE FIRST PART and
- the club "MEMBER" OF THE SECOND PART

where the "MEMBER" is any person of lawful age who

- a) has a current record on the SASAC membership system and registered their name and address and date of birth as an adult member on the SASAC membership system.
- b) has a current record on the SASAC membership system and registered their name and address as a legal parent or guardian of one or more junior members, and the junior member(s) personal details were registered by their parent/guardian on the SASAC membership system.

Effective and binding

The AGREEMENT is in effect from the date and time the MEMBER accepts the terms and conditions of membership ("T&Cs") by electronically accepting the T&Cs on the SASAC membership portal when

- joining themselves as an adult member or their child as a junior member
- renewing themselves as an adult member or their child as a junior member
- reaffirming acceptance of the T&Cs when updating the membership record of themselves as an adult member or their child as a junior member

and the AGREEMENT ceases to be in effect when the MEMBER terminates their membership and the membership of all their dependent children registered as junior members.

IN CONSIDERATION OF the covenants and agreements contained in this AGREEMENT and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this AGREEMENT agree as follows:

Governing Law

1. The parties to this AGREEMENT irrevocably agree that the courts of England shall have jurisdiction to settle any dispute which may arise out of or in connection with this AGREEMENT

Full and Final Settlement

2. This AGREEMENT forms part of the T&Cs between the parties to this AGREEMENT and the terms of this AGREEMENT are contractual and not a mere recital

3. The MEMBER hereby acknowledges and agrees that they carefully read this AGREEMENT, that they fully understand the same, and that they are freely and voluntarily executing the same.

4. The MEMBER understands by electronically selecting the EUA field labelled "I accept terms & conditions" on the SASAC membership portal they are accepting this AGREEMENT and the MEMBER agrees to be forever prevented from suing or otherwise claiming against the SASAC for any property loss or personal injury that they (or their child when the MEMBER is the parent or guardian of a junior member) or their pool guest may sustain while participating in or preparing for the below noted activity

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Consideration

5. Being of lawful age and in consideration of being permitted to participate in the activity described below, the MEMBER
 - a. releases and forever discharges SASAC, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the MEMBER (or the child when the MEMBER is the parent or guardian of a junior member), which has been or may be sustained as a consequence of the MEMBER's (or the child's when the MEMBER is the parent or guardian of a junior member) participation in the activity described below, and
 - b. except when such damage, loss or injury is caused solely or partly by the negligence of the SASAC.

6. The MEMBER understands that they (or their child when the MEMBER is the parent or guardian of a junior member) would not be permitted to participate in the activity described below unless the MEMBER accepts this AGREEMENT by agreeing to the T&Cs.

Fitness to Participate

7. The MEMBER acknowledges that they (or their child when the MEMBER is the parent or guardian of a junior member) does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent them (or their child when the MEMBER is the parent or guardian of a junior member) from participating in the above mentioned activity. If required, they (or their child when the MEMBER is the parent or guardian of a junior member) will obtain a medical examination and clearance.

Details of Activity

8. The MEMBER (or the child when the MEMBER is the parent or guardian of a junior member) or the pool guest of the MEMBER will voluntarily and at their own risk and in full compliance of the Pool Safety Operating Procedures and restrictions for their membership type defined in the membership regulations, use Cottonmill Swimming Pool for swimming and other recreational activities acknowledging it is an unheated open air pool operated without pool supervision or lifeguards and the water temperatures may be extreme and there is a risk of injury resulting from but not limited to
 - the lack of pool supervision.
 - slips, trips and falls in the pool area.
 - running, jumping, diving or other similar actions.
 - cold water immersion.
 - any other actions in the pool and surrounding areas.
 - possible malfunction of pool equipment.

Concurrent Release

9. The MEMBER acknowledges that this AGREEMENT is given with the express intention of effecting the extinguishment of certain obligations owed to the MEMBER and with the intention of binding the MEMBER's spouse, heirs, executors, administrators, legal representatives and assigns.