

### MHF Pool Guidelines

Children 9 years and under must be under direct adult supervision at all times.

Children ages 10-15 may swim unattended with a parent on premises and lifeguard on duty. If lifeguard is not on duty, the parent must be on the pool deck. The lifeguard may evaluate swimming proficiency at any time. Children 16 & 17 may swim un-accompanied, but Waiver for Release of liability shall be signed and on file by a minor's parent or legal guardian.

### Waiver and Release of Liability

\*I grant permission to Franklin, Murphy and/or Clayton Health and Fitness to reproduce any photographs or video taken of me for the purpose of publication, promotion, illustration, advertising or trade in any manner or medium.

1) In consideration of my membership and being able to use Franklin, Murphy and/or Clayton Health and Fitness Center facilities and equipment, member and/or spouse, children, and members' guests hereby release and covenant not to sue The Center, its owners, its employees, instructors, or agents from any and all present and future claims resulting from negligence on the part of The Center or others listed for loss, damage, or theft of personal property, personal injury, or death arising as a result of members and members' guests use of the facilities and equipment of The Center and engaging in any Center activities or any activities incidental thereto, wherever, whenever, or however the same may occur. Member hereby voluntarily waives any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

2) Further, I am aware that health and fitness center activities may range from vigorous cardiovascular activity to the strenuous exertion of strength training. I understand that these and other physical activities at The Center involve certain risks, including, but not limited to, serious spinal injuries resulting in complete or partial paralysis, heart attacks, and death. I am voluntarily participating in club activities with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

3) I further agree to indemnify and hold harmless The Center and others listed for any and all claims arising as a result of any activities incidental thereto, wherever, whenever, or however the same occur.

4) I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of both North Carolina and Georgia and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further affirm that the venue for any legal proceedings will be in North Carolina or Georgia.

5) I affirm that I am legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal right and/or remedies that may be available to me for the negligence of The Center or any of the parties listed above.

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

