

CITY OF WATERBURY
USE OF CITY POOL
WAIVER, HOLD HARMLESS AGREEMENT
AND RELEASE OF LIABILITY
Organization/Entity

In consideration of the City of Waterbury Public Works Department Bureau of Parks and Bureau of Recreation ("City"), granting our Organization temporary use of a City Pool for use by individuals deemed by our organization capable to participate in activities at said pool, for the designated dates on our organizations' application and limited to the specific hours listed on said application and provided said use shall not interfere with any other Parks Program , the undersigned agrees to the following:

1. I, hereby represent that I am authorized to sign this document on behalf of the ("Organization") and will provide written documentation of said authority to the City upon signing of this document.

2 I, on behalf of our Organization, understand that there are inherent risks involved in participating and use of City swimming pools and related facilities, including the risk of serious physical injury or death and I FULLY ASSUME ALL RISKS ASSOCIATED WITH THIS ACTIVITY, EVEN IF DUE TO THE NEGLIGENCE OF THE CITY OF WATERBURY AND THEIR AGENTS, SERVANTS, OR EMPLOYEES, which said risks shall include but are not limited to: Variations in weather conditions; employees, volunteers, other patrons and spectators; equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like.

3. I, on behalf of the Organization, I acknowledge receipt of and agree to adhere to, enforce and ensure that all rules are adhered to by all participants at all times, all City Pool Rules regarding the use of swimming pools. I agree not to use or allow the pool to be used by any participant that is not being monitored by a Life Guard.

4. I, on behalf of the Organization, acknowledge and agree that their participation in an activity at the above-stated pool or location and / or rental of said pool, is **NOT** a City, activity, program, or function, and as such, the City has no responsibility for the planning, operation, or supervision for said activity, program, or function. The undersigned acknowledges that he/she/ they have received and shall insure that all said members shall fully comply with the City rules, regulations, and requirements, then in effect, regarding use of said Pools.

5.. I, on behalf of the Organization, I acknowledge and agree, that prior to being allowed the use of said pool, the Organization shall provide to the City of Waterbury Public Works Department, Bureau of Parks and Bureau of Recreation Certificates of Insurance, evidencing insurance coverage as required the City's Risk Manager, Said Certificate name the **"The City of Waterbury Public Works Department, the Bureau of Parks and Bureau of Recreation are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability as their interest may appear"**.

6. I, on behalf of the Organization, agree that said Organization shall be solely responsible to maintain order among its participants. The Organization shall provide, at their expense, and at all times during their use of said Pool, adequate and responsible adult supervision, and for all Pool Usage, a certified life guard in attendance.

7. I, on behalf of the Organization, agree that this participation is at the discretion of the City and if any participant fails to follow the pool rules or becomes a discipline problem, he or she will be expelled from the program without refund of the program fee.

8. I, on behalf of the Organization, hereby grant permission for emergency medical procedures deemed

advisable for the participation in the event of injury or illness during participation unless otherwise noted on this form.

9. I acknowledge that the City does not provide accident or hospitalization insurance for participants and that I will be fully responsible for any such costs. All participants are advised to have adequate personal coverage.

10. I, on behalf of the Organization, acknowledge, and agree, that the above-named Organization, is fully responsible to pay for the repair and/or replacement of any and all City pools, equipment, fixtures, utilities, premises, or property of any kind, which is damaged, destroyed, or in any way harmed by said activities, usage, possession, or presence, or by any of the Organization's agents, employees, invitees, spectators, or participants.

11. I, on behalf of the Organization, agree that the City and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party, and further agree, to indemnify and hold harmless the City of Waterbury, and its boards, commissions, agents, officials, and employees, including with specificity but without limitation the bureau of parks, from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, which may directly or indirectly result from or occur as a consequence of the use, presence, activities, or participation in a program conducted within, upon, or accessing the above-stated city pools, or participation in said activity by the undersigned on behalf of the organization/ entity, or any of their agents, employees, designees, invitees, guests, or participants, of any kind.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT The ORGANIZATION AND ITS MEMBERS ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.