

ALL RESIDENTS USING THE POOL DO SO AT THEIR OWN RISK AND ASSUME SOLE RESPONSIBILITY

2023 SWIMMING POOL GUEST WAIVER

Please print

Homeowner Primary Last Name	First Name
Street Address	
Phone Number	Email Address
Guest's Name	
Guest's Age	Guest's Phone #

Using the space below, the primary resident should insert name, signature and age and the guest should insert name and signature.

I agree to abide by the Rules and Regulations, revised in 2023, governing the use of the pool, acknowledge and assume the risks, waiver and release Sewickley Heights Manor Homes Association, the SHMHA Board of Directors, SHMHA employees and SHMHA Owners (individually and collectively "RELEASEES") according to the written waiver below.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to use the swimming pool at Sewickley Heights Manor Association (hereinafter the "Activity or Activities"), I, on behalf of myself and any guest for whom I have the capacity to contract, hereby acknowledge and agree to the following:

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly any illness or injury which may occur to me and/or my guest(s) connected with the use of the SHMHA pool.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Pennsylvania. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

SIGNATURE OF PRIMARY RESIDENTS

Last Name	First Name	Signature	Age

SIGNATURE OF GUEST

Last Name	First Name	Signature	Age

