



Release of Liability / Assumption of Risk

In consideration of being allowed to use, or rent the facilities of Yorklyn Recreation Center, Inc., the undersigned acknowledges and agrees with all of the following:

1. I am aware the risk of injury from activities and events involved in using the pool, grounds and facilities is significant including the potential for permanent paralysis and death and while particular rules, equipment and personal discipline may reduce the risk, the risk of serious injury does exist.

2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the employees or officers of the Yorklyn Recreation Center, Inc., and assume full responsibility during my participation and the participation of every person attending my event.

3. I willingly comply with Yorklyn Pool procedures for rentals and with all applicable rules and regulations. In the event I observe or learn of any dangerous or hazardous activity or condition, I will immediately take appropriate action to cause the activity to cease and immediately will bring the activity to the attention of the lifeguards, any officer of the pool and/or manager who may be present. In the event I observe any dangerous or hazardous condition of the pool grounds, I will immediately take the appropriate action to ensure the my guests stay away from the condition, and will immediately bring the condition to the attention of the lifeguards, any officer of the pool and/or manager who may be present.

4. I, for myself and on behalf of my heirs, assignees, personal representatives and next of kin, hereby release and hold harmless Yorklyn Recreation Center, Inc., its officers, directors, agents, and employees (collectively "YRC"), from any and all loss or damage arising from the rental event, including but not limited to injury to person or property, disability and death, whether such loss or damage arises from the negligence of YRC or otherwise.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE RELINQUISHED SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.