

USE OF SWIMMING POOL AND SPA WAIVER OF LIABILITY

This Agreement waives any and all liability of White Ibis Inn, LLC, for any use of the swimming pool with adjoining heated whirlpool spa on the property.

A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian of children under 18 years old .

Print as many forms as needed and fax **completed forms to 954-622-9176 with rental agreement.**
PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the tenant signing below wish for myself and my child(ren) (if applicable) to utilize the services, facilities, and swimming pool/spa offered by White Ibis Inn.
2. I hereby agree that the use of the services, facilities, and swimming pool/spa is voluntary and at my own risk.
3. As a condition of my/our use of such services, facilities, and swimming pool/spa, I on behalf of myself, our heirs and assigns and my child(ren) (if applicable) expressly agree to forever discharge, waive and release White Ibis Inn, its owners, management, and employees from any and all claims, demands, injuries, damages, actions, or courses of action, for all acts of active or passive negligence on the part of White Ibis Inn on account of bodily injury, mental injury, death and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child(ren) or myself or others resulting from, connected with or caused by the use of White Ibis Inn's services, swimming pool/spa and facilities, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, swimming pool or facilities.
4. I declare and affirm that I and my child(ren) (if applicable) am in good medical and physical condition and that the use of White Ibis Inn's services, facilities, and swimming pool/spa does not pose any danger to my or my child(ren)'s (if applicable) health.
6. Pool Rules:
 1. All users must shower before entering the pool or spa.
 2. Guests under the age of 18 years of age must be accompanied by parent or guardian at all times.
 3. Guests under the age of 18 must have this liability waiver completed by their parent.
 4. Participation is at your own risk.
 5. No alcohol is allowed in the pool or on the pool deck.
 6. No glass or metal containers are allowed in the pool, spa or the surrounding areas consisting of the concrete deck and gravel. Non-alcoholic beverages in plastic containers are allowed.
 7. All accidents must be reported to the Property Manager.
 8. Participants are encouraged to report any maintenance/repair needs to the Property Manager.
 9. Diving is not permitted, as serious injury, paralysis or even death could occur.
 10. People with open wounds or infectious diseases are not permitted in the pool or spa.
 11. No running, pushing and horseplay on wet deck areas.
 12. Pregnant women and children under the age of 5 are not allowed to use the spa, and all other persons under the age of 18 must be accompanied and closely supervised by an adult while in spa.

I understand and agree that my use of White Ibis Inn, services, facilities and swimming pool/spa may be immediately terminated if my and/or my child(ren)'s behavior is not in accordance with the above.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my children (if applicable) by signing the Agreement.

Agreed to by: _____ (Signature) Date: _____

Name (printed): _____ (parent or guardian responsible for children below)

Child(ren)