

## Hanarry Estates Swim & Racquet Club (“HSRC”) Swim At Own Risk (“SAOR”) Waiver, 2019

The HSRC Board of Directors and Committee Chairpersons offer three types of SAOR programs for the HSRC membership households and are outlined in this waiver and herein referred to as “**all HSRC SAOR programs**”:

### **Adult SAOR - Family SAOR - Adult Member w/ Non-Member Guest SAOR**

The HSRC Board takes the responsibility for these programs very seriously and reserves the right to cancel any or all of them at any time and for any reason. This waiver is extensive by design and is required to protect HSRC in the event of an accident happening during an HSRC SAOR program. A signature is required by all adult participants to insure that members and guests recognize the seriousness of participating in SAOR privileges.

Participants’ HSRC membership **must be in good financial standing** to participate (past year’s dues fully paid). The accounting records will be reviewed before the gate code is given.

Violation of the published SAOR rules may result in loss of participation in the program for the current swim season, or disciplinary action for the HSRC member, which could lead to the household-membership being warned, suspended, or terminated.

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### **SOAR HOURS**

*May 1st to September 30th, everyday, when lifeguards are not on duty*

6:30 am - 10:00 pm: Adult SAOR

6:30 am - 10:00 pm: Adult Member w/ Guest SAOR

8:00 am - 8:00 pm: Family SAOR

All SAOR is prohibited during swim team practice hours and home swim meets (see [hanarry.org/swim-team](http://hanarry.org/swim-team) for swim team schedule)

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### **SPECIFICS FOR EACH PROGRAM**

(must also abide by general SAOR rules stated on pg. 2)

#### **1. Adult SAOR**

*HSRC members 21 years of age or older.*

- **Hours:** 6:30 am - 10:00 pm

#### **2. Adult Member w/ Non-Member Guest SAOR**

*ONE (1) adult HSRC head-of-household (21 years old or older) may bring ONE (1) adult non-member guest or caretaker (21 years of age or older). Member AND guest must sign the **SAME** waiver.*

- Each HSRC household is permitted a total of two (2) member heads-of-household.
- **Hours:** 6:30 am - 10:00 pm
- \$2 guest fee must be remitted to lock-box (if available) or may be reimbursed by member at a later time.
- Member will be responsible for the behavior of their guest.
- Guest must be present with their HSRC host at all times and must leave when their host leaves.
- Guest is not allowed to visit the pool more than three (3) times a month regardless of guarded or non-guarded hours, unless operating as an adult caregiver to member.

#### **3. Family SAOR**

*HSRC member heads-of-household (21 years or older) (max. 2 per membership) may each accompany [3 of (or may be deleted entirely)] their own children ages 20 years and younger. A ratio of 1:2 adults to children is preferred.*

- **Hours:** 8:00 am - 8:00 pm
- Parent **MUST** always be present with their child(ren) during Family SAOR. No child shall be left unattended.
- Use of diving board **and** deep-end is prohibited during Family SAOR.
- No alcoholic beverages are to be consumed by anyone attending Family SAOR.
- Positively Pools or HSRC Pool Chair David Morse **MUST** be called if a fecal “accident” occurs (David Morse, cell: 404-625-0963 or [morsedavid@bellsouth.net](mailto:morsedavid@bellsouth.net))

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## GENERAL SAOR RULES

- Member will adhere to the SAOR rules and times below as well as all regular HSRC pool rules which can be found on hanarry.org including but not limited to: no glass containers, no rough-housing, no running, no smoking, etc.
- If a code or key is given, members agrees to use this for their own personal use and shall not share it with other members, non-members, or guests; this includes not opening gate for SAOR attendees.
- Gate shall be kept closed at all times after entering and upon leaving pool area. Lost codes can be obtained by contacting David Morse, cell: 404-625-0963 or morsedavid@bellsouth.net.
- Unattended solo swimming is not recommended. There should be at least one other person in the fenced pool area capable of summoning help if needed.
- Members will clean up all trash and leave the bathroom and pool area in order before exiting the fenced pool area.
- Parties are not to be held at the pool during any SAOR hours.
- Use of diving board is prohibited during any SAOR program.
- Last member to leave will make sure the French doors to the bathroom are locked and key returned to lock-box and front gate is locked behind them (both lock-boxes have the same code).

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### Hold Harmless and Indemnification Agreement

Under the terms of this agreement, in exchange for the opportunity and privilege to participate in **all HSRC SAOR programs** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the signer does hereby release, hold harmless and forever discharge Hanarry Estates Swim and Racquet Club, including their board of directors, committee chairpersons/members, club members, and insurance companies from any and all claims, demands, damages, and causes in action arising out of and relating to any and all injuries and damages of any and all kind, to both person and property, and also any and all injuries and damages that may result in the future as a result of or in any way relating to my/our use of the pool, pool deck, or clubhouse while participating in **all HSRC SAOR programs** and being inside the pool fencing during times when a lifeguard or lifeguards are not present. It is fully understood and agreed that this agreement is made and received in full settlement and satisfaction of any and all past, current, and future causes of actions, claims, and demands mentioned herein: that this Release contains the entire Agreement between the parties; and that the terms of this Agreement is contractual and not merely recital. Furthermore, this Release shall be binding upon the undersigned and their respective heirs, executors, administrators, personal representatives, successors, and assigns. This Release has been read and fully understood by the undersigned. The participant has been advised, and given adequate opportunity, to consult with their own legal counsel regarding this agreement prior to signing.

Participant (HSRC Member) will hold harmless and indemnify HSRC against any and all claims and actions arising out of the participation of the Participant in **all HSRC SAOR programs** including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Participant's participation in **all HSRC SAOR programs**. Where prohibited by law, the above indemnification does not include indemnification of HSRC against a claim caused by the negligence or fault of HSRC, its agent or employee, or any third party under the control or supervision of HSRC, other than the Participant or its agent, employee or subcontractors. In the case of a criminal proceeding, Participant will indemnify HSRC against all amounts including, without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by HSRC.

### Risk Acknowledgement

In consideration of my participation, I certify that I am in good health and have no physical or other impediment(s) which would endanger me while participating in these activities and that I have been released and authorized by my doctor to participate in the activities of swimming at my own risk. I acknowledge and agree that these activities (being inside the pool gates without a lifeguard present) have inherent risks. I have full knowledge of the nature and extent of all the risks associated with these activities that can include serious injury, head injuries, paralysis and/or death: swimming can result in serious injury and death from diving incidents, diving off of a diving board, drowning, incidents with other swimmers, and falls on deck, etc. I knowingly and freely assume all such risks.

In consideration of my participation in these activities, I hereby (on behalf of myself, my legal representatives, parents, heirs, executors, administrators, and assigns) release and forever discharge the Hanarry Swim and Racquet Club, including its officers, directors, volunteers, employees, members, agents, etc. from and relinquish and forever waive any and all claims and causes of action arising out of my participation in swimming at my own risk for negligence, gross negligence, and such other actionable conduct resulting in personal or bodily injury, property damage, or death.

SIGNATURE PAGE

(to be emailed or turned in to Pool Committee Chairperson - see bottom of page)

**By signing this waiver the signer confirms that they have read the entire HSRC SAOR waiver form (2019) and agree with its contents.**



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**I confirm I am an HSRC member 21 years of age or older:**

Membership # \_\_\_\_\_ Printed Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
(HSRC member 21 years of age or older)

Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

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**I confirm I am a GUEST of an HSRC head-of-household: (HSRC member-host MUST fill out and sign the above information also)**

Printed Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
(HSRC Guest 21 years of age or older)

Cell Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

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**I confirm I am 18-20 years of age and that I am being accompanied by my HSRC head-of-household parent during Family SAOR times: (HSRC member-parent MUST fill out and sign the above information also)**

Membership # \_\_\_\_\_ Printed Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
(HSRC member 18-20 years of age accompanying parent)

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

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**PRINT AND SUBMIT THIS PAGE ONLY**

**Each participant 18 & over must sign their own waiver.**

To obtain the gate code and thus allowing participation in any or all of these programs, this waiver signature page must be delivered to David Morse at 393 Ben Ave., Lilburn, 30047 (drop in box in carport and text him to let him know it's there). You may also scan and email waiver to morsedavid@bellsouth.net. David will then confirm receipt of waiver and send gate code by phone, text, or email. You can call, text, or email David with any questions at 404-625-0963 or morsedavid@bellsouth.net.