

BEAR CREEK LAKES CIVIC ASSOCIATION (BCLCA)

POOL USE WAIVER AND RELEASE OF LIABILITY

2026 SUMMER SEASON

This Family Waiver and Release of Liability (“Agreement”) is entered into by the undersigned Owner, Member, Parent/Legal Guardian, or responsible adult member (collectively “Releasor”) on behalf of themselves and all listed family members and/or minor children (“Participants”) for use of the Bear Creek Lakes Civic Association (“BCLCA”) swimming pool facilities during the remaining 2026 summer season.

1. Acknowledgment of Risk

Releasor understands and acknowledges that use of a swimming pool and related facilities involves inherent and obvious risks, including but not limited to slips, falls, drowning, collisions, diving injuries, exposure to chemicals, and other serious bodily injury or death. Releasor knowingly and voluntarily assumes all risks on behalf of themselves and all Participants listed below.

2. Assumption of Risk/Use at Own Risk / Presence of Staff

Releasor agrees that all use of the BCLCA pool facilities by Participants is at their own risk and Releasor agrees to assume said risk(s). Further, Releasor acknowledges that in certain circumstances, no lifeguards or supervisory personnel will be present and on duty. Releasor acknowledges that even when a lifeguard and/or pool attendant may be present while the pool gates are open, such presence does not eliminate risks, does not constitute individual supervision, and does not guarantee safety.

3. Release and Waiver of Liability (Pennsylvania Law)

To the fullest extent permitted under the laws of the Commonwealth of Pennsylvania, Releasor, on behalf of themselves and all Participants, hereby releases, waives, and discharges BCLCA, its Board of Directors, officers, employees, volunteers, contractors, agents, and representatives from any and all liability, claims, demands, causes of action, or damages of any kind, including those arising from the alleged or actual negligence of BCLCA, relating to any injury, illness, death, or property damage related to or sustained while using the pool facilities.

Releasor expressly agrees that this release is intended to be as broad and inclusive as permitted by Pennsylvania law and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

4. Indemnification

Releasor agrees to indemnify, defend, and hold harmless BCLCA from any loss, liability, damage, or costs (including reasonable attorney’s fees) arising out of or related to the use of the facilities by any Participant listed below or any guest under their supervision.

5. Responsibility for Minors and Guests

Releasor accepts full responsibility for the conduct, supervision, and safety of all minor

For BCLCA Use (Optional):

Staff Initials: _____ Date: _____

Participants and any guests accompanying them. All Participants and guests are subject to this Agreement.

6. No Organized Programs

Releasor acknowledges that the pool facilities are not to be used for organized water aerobics classes, fitness programs, or any structured group instruction unless expressly authorized in writing by the BCLCA Board of Directors.

7. Compliance with Rules

Releasor and all Participants agree to follow all posted pool rules and all rules, regulations, and policies established by the BCLCA Board of Directors, which are in effect at all times. Failure to comply may result in removal from the facility without refund or recourse.

8. Medical Fitness

Releasor affirms that all Participants are physically able to participate in pool activities and have no medical or other condition that would prevent safe participation.

9. Duration

This Agreement is valid for all use of the BCLCA pool facilities during the remaining 2026 summer season, which includes August 15, 2026 – September 7, 2026.

10. Acknowledgment of Legal Rights

By signing below, Releasor acknowledges that they have read and fully understand this Agreement, understand that they are giving up substantial legal rights on behalf of themselves and the Participants listed below, and voluntarily agree to be bound by its terms.

Releasor Name (Print): _____ **Badge #:** _____

Signature: _____ **Date:** _____

Address: _____ **Phone:** _____

Family Members / Participants Covered by This Agreement:

1. Name: _____ Age: _____
2. Name: _____ Age: _____
3. Name: _____ Age: _____
4. Name: _____ Age: _____
5. Name: _____ Age: _____
6. Name: _____ Age: _____

For BCLCA Use (Optional):

Staff Initials: _____ Date: _____