

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
AND INDEMNIFICATION AGREEMENT**

Participant: _____

In consideration for permitting Participant to use the pool at the Downers Grove Swim and Racquet Club ("DGSRC") between the hours of _____ and _____ for lap swimming, the undersigned Participant agrees as follows:

Assumption of Risk: Participant using the pool for lap swimming and participating in pool-related activities at DGSRC acknowledges and agrees that swimming is an inherently dangerous activity and agrees to assume all risks known and unknown.

Participant hereby understands, acknowledges, and agrees that there is NO LIFEGUARD on duty between the hours of _____ and _____ while Participant utilizes the DGSRC pool for lap swimming. Participant understands and acknowledges the risks associated with the Participant utilizing DGSRC's pool facilities, including, without limitation the risk of injury resulting from: (i) possible malfunction of pool equipment; (ii) tripping or falling over obstacles in the pool area; (iii) unsupervised divers and swimmers colliding; and, (iv) participating in any action in the pool, including swimming. Participant further agrees not to swim unless he or she has the requisite skill, training and ability to swim, and has been cleared by a physician for such activity. Under all circumstances, Participant is not to swim under the influence of any drug or alcohol. Participant knowingly and voluntarily accepts and assumes any and all of the liability for all of the risks and dangers of utilizing DGSRC's pool facilities, including without limitation, the risk of drowning or slipping, as well as all other risks and dangers that could arise out of or occur during Participant's use of the DGSRC pool.

Waiver of Liability: Further, to the greatest extent permitted by Illinois law, Participant, individually and on behalf of Participant's heirs, executors, administrators, personal representatives, successors and assigns, agrees and does hereby waive, discharge, and covenant not to sue DGSRC, its respective board members, members, managers, agents, employees, instructors, volunteers, successors, assigns and all other persons or entities acting for them (collectively, the "DGSRC Parties") from and for any and all liability, actions, claims, disputes, damages, causes of action, claims, suits, set-offs, counterclaims, or demands, whatsoever, based on any legal or equitable theory, right of action or otherwise (whether arising under federal, state, or local law or regulation, or common law) arising, directly or indirectly, from, or in any way relating to, the operation of DGSRC or Participant's use of DGSRC's pool facilities.

Indemnification: Participant hereby agrees to hold harmless, indemnify and defend the DGSRC Parties from, against, and in respect of the full amount of any and all claims, actions, suits, procedures, costs, damages, liabilities and expenses, including, but not limited to, attorneys' fees, expert witness fees, or legal costs, arising out of, in connection with, or in any way related to the operation of DGSRC or Participant's use of DGSRC's pool facilities.

Permission to Secure Treatment: In the event of an emergency, Participant authorizes DGSRC officials to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for Participant's immediate care and agrees that Participant will be responsible for payment of all medical services rendered.

Severability and Modification: Participant expressly agrees that this agreement is intended to be as broad and inclusive as it is permitted by the law of the State of Illinois. In the event a court of competent jurisdiction finds any term or provision of this agreement is unlawful or unenforceable, then it is the intent of the Participant that such court apply a rule of reasonableness and modify the provision in question so that it will remain in effect to the greatest extent permitted by law. In the event such court finds such procedure to be inappropriate, then the provision held unlawful or unenforceable shall be excised from this agreement and the remaining provisions of this agreement will remain in full force and effect.

Governing Law, Venue, and Jurisdiction: This agreement and any dispute arising hereunder or in connection with this agreement, including but not limited to any action in contract or tort, shall be governed by the laws of the State of Illinois, without regards to its conflict of laws principles. The Participant irrevocably consents to the exclusive jurisdiction of the Illinois State Circuit Court located in DuPage County, Illinois for all actions arising out of or in connection with this agreement, and waive any objections that venue is an inconvenient forum.

Acknowledgement of Understanding: The Participant is aware of the rules and safety guidelines promulgated by DGSRC and has read this assumption of risk, waiver of liability and indemnification agreement and agrees to it in full with full understanding of its content and importance, as well as the effect of the terms contained herein. The Participant fully understands that he/she is giving up substantial rights in connection with this assumption of risk, waiver of liability and indemnification agreement, and that its terms are contractual and not a mere recital. The Participant acknowledges that he/she is signing this assumption of risk, waiver of liability and indemnification agreement freely and voluntarily.

Signature of Participant

Date