



Liability Release and Indemnification Form for Private Swim Instruction **May 28, 2022**

Group or private swim lessons may be arranged through the pool manager prior to the pool opening hours or when lifeguards are not working. Fairlington Glen residents' private arrangements with non-resident swim instructors are allowed, provided that:

- (1) the instructor is an eligible guest of the resident employing him/her, which requires, among other things, that the employing resident be present in person while his/her guest is at the pool. It is acceptable to send a surrogate 16 years or older to supervise;
- (2) the instructors observe the same rules governing pool usage that apply to residents, in particular the usage of lap lanes;
- (3) the instruction can take place Monday – Friday until 3pm and Sunday from 10am – 12 noon; and
- (4) the following provisions on liability are observed:
 - (a) all private instructors must provide proof of general liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for the full benefit of Fairlington Glen (“the Glen”), with the Glen named as an additional insured under the terms of such coverage, and
 - (b) private instructors and parents/guardians must execute a hold-harmless agreement in favor of the Glen, including indemnification and defense provisions
 - (c) residents and private instructors must submit an application to the Glen on-site manager for review and approval before instruction can begin.

I hereby acknowledge and accept that there are risks of serious physical injury or even death in participating in recreational activities, including, but not limited to, swimming and swimming lessons taking place at the Fairlington Glen pool facility. Fairlington Glen does not make any representations or warranties about the condition of the swimming pool or its related equipment or whether they are safe to use or free from defects or hazards.

I further acknowledge and agree that I am solely responsible for the safety of my child (minor under my care) and that by signing below and to the fullest extent permitted by applicable law, I hereby forever waive and release Fairlington Glen, its officers, directors, employees, volunteers and authorized agents from any and all claims, actions, causes or action, losses, damages, or injuries, including death, that I or my child (minor under my care) or that any of my family members, residents, guests, tenants, or licensees or invitees may sustain arising out of or resulting from my or my child's (minor under my care) participation in private swim instruction at the Fairlington Glen pool facility.

I acknowledge that I have read and understand the contents of this document and I hereby warrant that I shall indemnify, defend and hold harmless Fairlington Glen, its officers, directors, employees, volunteers and authorized agents from and against any and all claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of my use, or that of any of my family members, residents, guests, tenants, or licensees or invitees, or my child's (minor under my care) use of and participation in any private swim instruction at the Fairlington Glen pool. I further acknowledge and agree that this Liability Release and Indemnification Agreement extends to all negligent acts, errors or omissions or willful or intentional

