

BARRANCA MESA POOL ASSOCIATION
2024 WAIVER OF LIABILITY and ASSUMPTION OF RISK

1. The undersigned member/renter and their child(ren) and guests agree to abide by all policies and rules regarding the swimming pool and facilities as specified on the Barranca Mesa Pool Association (hereinafter "BMPA") website (<http://barrancapool.com>) and/or the BMPA Spring Newsletter.

2. The undersigned member/renter/guest on their own behalf and behalf of such child(ren) or such guests hereby releases, waives, discharges, and covenants not to sue BMPA, its directors/officers, board members, employees, and agents from all liability to the undersigned member/renter/guest or such child(ren) or such guests and all personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned member/renter/guest or such child(ren) or such guests while the undersigned member/renter/guest is in, upon, or about BMPA premises, facility, or equipment therein or participating in any program or event affiliated with BMPA.

3. The undersigned member/renter/guest hereby agrees to indemnify and save and hold harmless BMPA, its directors, officers, board members, employees, and agents from any loss, liability, damage, or cost they may incur due to the presence of the undersigned member/renter/guest or such children or such guests in, upon, or about the pool premises or in any way observing or using BMPA facilities/equipment or participating in any program or event affiliated with BMPA.

4. The undersigned member/renter/guest hereby assumes full responsibility for and risk of bodily injury, death, or property damage to the member/renter or such child(ren) or such guests due to the presence of the member/renter/guest or such children while in, about or upon the premises of BMPA and/or while using the premises or facilities or equipment thereon in any program or event associated with BMPA.

The UNDERSIGNED MEMBER/RENTER/GUEST further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

- I agree that I am personally responsible for my safety and actions as well as the safety and actions of any of my child(ren) while using the Pool.

- I agree to comply with all BMPA policies and rules.

- I agree that if any portion of this waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

On my behalf, and on behalf of any of my child(ren), I acknowledge that I have read and understand the foregoing Waiver. I am sufficiently informed about the risk and agree to release and hold harmless BMPA, its members, board members, and employees from and against all liability incurred as a result of or in any manner related to use of the Pool.

The undersigned has read and voluntarily signs THE RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I have read and understand this document and release.

Printed Name of Member/Renter/Guest: _____ Member# _____

Signature of Member/Renter/Guest: _____ Date: _____