

**BARRANCA MESA POOL ASSOCIATION  
WAIVER OF LIABILITY, ASSUMPTION OF RISK**

1. The member/renter and their children and guests agree to abide by all policies and rules regarding the swimming pool and facilities as specified on the Barranca Mesa Pool Association website (<http://barrancapool.com/rules/>) and/or the 2018 BMPA Spring Newsletter.
  
2. The undersigned member/renter on his or her own behalf and behalf of such children or such guests hereby releases, waives, discharges, and covenants not to sue the Barranca Mesa Pool Association, its directors, officers, board members, employees, and agents from all liability to the undersigned member/renter or such children or such guests and all his 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 or such children or such guests while the undersigned member/renter is in, upon, or about the Barranca Mesa Pool premises, facility, or equipment therein or participating in any program or event affiliated with the Barranca Mesa Pool.
  
3. The undersigned member/renter hereby agrees to indemnify and save and hold harmless the Barranca Mesa Pool Association, 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 or such children or such guests in, upon, or about the Barranca Mesa Pool premises or in any way observing or using any facilities or equipment of the Barranca Mesa Pool or participating in any program or event affiliated with the Barranca Mesa Pool.
  
4. The undersigned member/renter hereby assumes full responsibility for and risk of bodily injury, death, or property damage to the undersigned member/renter or such children or such guests due to the presence of the undersigned member/renter or such children or such guests while in, about or upon the premises of the Barranca Mesa Pool and/or while using the premises or facilities or equipment thereon in any program or event associated with the Barranca Mesa Pool.

The UNDERSIGNED MEMBER/RENTER 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.

The undersigned has read and voluntarily signs THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, 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: \_\_\_\_\_ Member# \_\_\_\_\_

Signature of Member/Renter: \_\_\_\_\_ Date: \_\_\_\_\_