



2025 Guest Waiver

RULES & REGULATIONS

2025 GUEST WAIVER

The Old Trail Swim Club (“OTSC”) is committed to providing a safe and welcoming environment for all members, participants, and guests participating in our programs and/or using our facilities.

To promote safety and comfort for all, individuals are expected to always act appropriately when they are in our facility, on our property, or participating in our programs and to adhere to the Rules & Regulations (“Rules”) of the OTSC. We expect persons using the OTSC to behave in a mature and responsible way and to respect the rights and dignity of others, including the OTSC staff. The OTSC reserves the right to deny access or membership to any person whose behavior does not conform to our Rules.

RELEASE AND INDEMNITY AGREEMENT

This Old Trail Swim Club Acknowledgement and Release (the “Release”) is by and between the undersigned individuals and Old Trail Swim Club, LLC, and March Mountain Properties, LLC (the “Owner”).

In consideration of being permitted access to the pool owned by the Owner known as the Old Trail Swim Club (the “Pool”), the undersigned does hereby agree to indemnify and hold harmless the Owner, its agents, employees, directors, certificate holders, independent contractors and successors, Old Trail Golf Club and Real Property, Inc. from all liability claims, causes of action, demands and indebtedness of every kind and nature relating to the use of the swimming pool and pool area. This release and indemnity agreement is a contract with legal consequences. The undersigned acknowledges they have carefully read and fully understood the following acclamations before signing:

I understand that a swimming pool is hazardous to those persons who have not been trained to swim or whose condition renders them unable to swim capably and that the fence (including the locked gate) has been placed around the swimming pool to prevent such persons from having access to the swimming pool.

I will not assist anyone in gaining access to the swimming pool unless he or she has signed a release such as this.

I agree to always abide by the rules and regulations as detailed in this agreement and fully understand that failure to do so may result in revocation of pool privileges. I further agree that revocation of my pool privileges will not entitle me to a refund of any usage fees paid.

I am at least 18 years of age and am signing this release for all members of my household.

I execute this Release on behalf of myself, my estate, heirs, executors, administrators, and assigns, as well as my dependents under the age of 18 who may or may not access the pool. I expressly agree that this Release is intended to be as broad and inclusive as permitted and that if any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force effect.

I have read and understood all the above, and the information I have provided is correct to the best of my knowledge.

Adult Guest/Parent/Legal Guardian Signature _____ Today's Date: _____

Adult Guest/Parent/Legal Guardian Printed Name _____ Today's Date: _____

Phone _____ Email _____ DOB _____

Emergency Contact Name: _____ Phone _____

EACH GUEST'S BASIC INFORMATION

Printed Name of Guest (1) _____ DOB _____

Printed Name of Guest (2) _____ DOB _____

Printed Name of Guest (3) _____ DOB _____

Printed Name of Guest (4) _____ DOB _____

Printed Name of Guest (5) _____ DOB _____

VISIT LOG

*Staff will Date & Initial each visit below

1	Guest 1	Guest 2	Guest 3	Guest 4	Guest 5
2					
3					
4					
5					
6					
7					
8					
9					
10					