

HIDDEN HOLLOW AND KNOWLTON SWIM CLUBS

Participant Name _____ Diving Bracket _____
Please print

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK for the year of 2023 In consideration of the services of Hidden Hollow and Knowlton Swim Clubs, LLC., Linvilla Orchards, inc., Paul and Margaret Linvill Associates, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HHKSC"; I hereby agree to release, indemnify, and discharge HHKSC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation at the swim club entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: muscular strains and sprains; cardiac complications; accidental drowning; and slips and falls getting in and out of the pool and around the pool facility. Furthermore, HHKSC employees have difficult jobs to perform. They seek safety, but they are not infallible. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HHKSC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HHKSC's equipment or facilities, including any such claims which allege negligent acts or omissions of HHKSC.
4. Should HHKSC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HHKSC, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I have read and agree to abide by the Swim Club Rules. A Copy of the rules are available on the website www.linvilla.com.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HHKSC on the basis of any claim from which I have released them herein.

Participant signature _____ Date _____

Parent Signature _____ Date _____
(if Under 18)