BIRCHAVEN RELEASE FORM

WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of being permitted to use the Blanchard Valley Continuing Care Services d/b/a Birchaven ("Birchaven".) swimming pool and/or participate in aquatic programs they offer, I, for myself, or my child (if applicable), my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, represent that I understand the nature of this activity, including the possible risks, including that of personal or bodily injury and that I am qualified, in good health, in proper physical condition to participate in this activity, I understand the importance of checking with my doctor prior to starting any exercise program.
2. HEREBY RELEASE, DISCHARGE, AND CONVENANT NOT TO SUE Blanchard Valley Health Association or any of its subsidiaries, agents, volunteers, servants, employees, including, but not limited to Blanchard Valley Continuing Care Services, or Birchaven Village, ("Releasees") for any injury caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise in connection with my use of the swimming pool and/or participation in their aquatic programs.
3. I further agree that if, despite this Release and Waiver of Liability Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will INDEMNIFY and HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. I further agree that I and my child (if applicable) will abide by all the swimming pool rules, which may be posted in the pool area, or issued orally by the lifeguard or any staff of Birchaven.

I have read and understand the above listed information, and acknowledge my consent to the terms of the Waiver and Release of Liability for myself and my child, if applicable, by signing below.

_____	_____	_____	_____
Signature	Date	Witness	Date
_____	_____	_____	_____
Signature of Guardian, if participant under 18	Date	Witness	Date

Daytime telephone #_____ Evening telephone # _____

Emergency Contact Person _____ Emergency Contact # _____