

Backyard LIFEGUARDS LLC

HOST TERMS & CONDITIONS

TERMS

Please indicate agreement to the following host terms by initialing on the line to the left of each.

As the host/coordinator of the event for which Backyard Lifeguards' services have been engaged, I understand and will uphold the following terms or be in violation of this agreement:

- _____ Provide a pool that is clean, clear, and chemically balanced and a surrounding pool and deck area that is free of obvious dangers including but not limited to sharp objects, tripping hazards, or any other items that obscure visibility of the pool.
- _____ Prevent swimming by any person prior to lifeguard/s arrival for a period of at least two hours prior to the start of contracted services and familiarize guests in advance with the policies and procedures to be in place during the event.
- _____ Engage the number of lifeguards appropriate to the number of guests as outlined by Backyard Lifeguards in their supervision ratios or be charged for additional staff added at a rate of \$50 per lifeguard per half hour or part thereof.
- _____ Promptly remedy any unsafe situations discovered by the lifeguard/s during the site survey or those that arise or are created by participants during supervision, and prevent the use of any glass objects in the pool area.
- _____ Designate and provide to the lifeguard/s an operational and fully charged cordless or cellular telephone to be kept poolside while swimming or other activities are in progress.
- _____ Accept any participant's skill proficiency designation as being at the sole discretion and determination of the lifeguard/s on duty.
- _____ Accept the lifeguard/s' decision to clear and/or close the pool if any person's safety is endangered due to unhealthful water conditions or inclement weather, defined as severe heavy precipitation, high wind, extreme cold, electrical storm activity, or any other environmental condition deemed hazardous for swimming.

RELEASE AND INDEMNIFICATION

I am aware that swimming is a strenuous physical activity with inherent dangers. I am further aware that swimming events pose inherent dangers even to those who are not participants but are simply in proximity to the pool, and that lifeguard services do not eliminate the risk of injury or death resulting from these dangers. Therefore, I hereby waive and release Backyard Lifeguards LLC, its members, employees, contractors, and representatives from claims and damages for injuries incurred by anyone while participating in or as a spectator of privately-sponsored swimming activities. As the homeowner or person in charge of this event, I accept responsibility for the physical facility including the pool and property to be supervised as well as for the behavior or negligence of all persons present. I assume all risk of injury and absolve and hold harmless all lifeguards, Backyard Lifeguards LLC, and all members, employees, agents, or contractors of Backyard Lifeguards LLC, from any and all demands, actions, or claims for losses, injuries, and/or all damages, including, but not limited to, attorney fees incurred as a result of the event, any and all Backyard Lifeguards services, training sessions, and associated activities, whether these losses, injuries, and/or damages occur as a result of my or my ward's sole and/or partial negligence or that of any other person, entity, or organization, including, but not limited to, members, employees, agents, representatives, or contractors of Backyard Lifeguards LLC.

I have read, understand, and agree to the terms and conditions stated herein, and hereby enter this contract by signing below.

Signature

Date