



We are pleased to offer the opportunity for non-residents the use of our pool and spa. For a nominal fee, those who live in the community may participate in any aquatic program at Brethren Village.

We offer 2 Membership options to suit your needs:

- **Pay As You Go**
  - Age 3+: \$5.00
  - Under age 3: free
  
- **Monthly Membership \*Unlimited Access\***
  - 1 Month: \$40
  - 3 Months: \$100
  - 6 Months: \$175

To participate every person (including children) must sign a Waiver and Release from Liability Form.

Prior to using our facility you are required to have a Pool Orientation. This will take about 15 minutes and will provide you a tour of our facility as well as a review of our general safety guidelines. Please call 717-581-4295 to schedule your orientation.

Upon entering Brethren Village's campus follow blue directional signs to the pool. Enter through the Oakwood/Pool door, turn right in hallway and the pool will be at the end of the hallway.

If you have any questions, call the Shelly Aquatic Center 717-581-4295 or email [wellness@bv.org](mailto:wellness@bv.org).



**IMPORTANT: PLEASE READ CAREFULLY**

**WAIVER AND RELEASE FROM LIABILITY  
Classroom, Aquatic and Fitness Center**

I understand that there are certain risks involved in using the swimming pool, participating in classroom exercise classes, and using the fitness center/gym and that personal injuries and/or property damage may occur from my participation in such activities, which include but are not limited to drowning, falling, heart attack, stroke, pulled or strained muscles, broken bones, abrasions, head trauma, etc. **In consideration of being allowed to participate in aquatic activities, exercise classes, fitness center / equipment usage, use of shower and locker room facilities, I agree to accept all known and unknown risks and agree not to sue Brethren Village or their employees if injured while using any of their facilities regardless of any negligence on their part.**

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I have consulted my Physician to review the risks of my participation, and I assume full responsibility for the risk of personal injury, death, and property damage due to the **negligence** and/or **fault** of the parties released by this document, and/or due to the **condition of the premises** on which the activities will take place, whether such negligence, fault, and/or condition of the premises is present at the signing of this agreement or takes place in the future.

On my own behalf, and on behalf of my heirs, personal representatives, and assigns, I hereby release Brethren Village and all of their officers, directors, members, managers, partners, employees, and volunteers (collectively, "**the parties released by this document**") from all claims, demands, actions, rights of action, or other legal rights to claim compensation for any loss or injury which I may sustain as a result of their **negligence** or **fault** or the **condition of the premises**, whether known or unknown, anticipated or unanticipated, or any other cause whatsoever, whether loss or injury occurs while participating in, going to, or coming from such activity. However, this waiver and release does not apply to gross negligence or intentional torts by the parties released by this document.

Further, I agree to indemnify and hold all parties released by this document harmless from any such claims or demands.

I expressly agree that this waiver and release agreement is intended to be as broad and inclusive as permitted by the Laws of the State Pennsylvania and of any other state wherein such activities may occur, and that if any portion hereof is held invalid, the remainder hereof shall continue in full force and effect.

This Agreement contains and embodies the entire agreement and understandings between the parties concerning the subject matter hereof.

**By signing this document, I acknowledge that if I am hurt or any 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 Brethren Village or its employees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Participant's Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone # : \_\_\_\_\_

## IMPORTANT: PLEASE READ CAREFULLY

### ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY FOR MINORS Classroom, Aquatic and Fitness Center

I, \_\_\_\_\_, am the natural guardian of the child named below. I request permission of Brethren Village to permit my child to participate in activities at Brethren Village in the fitness center/gym and aquatics center. I understand that I am requesting permission for my minor child engage in potentially dangerous activities, and, in connection with my request, I acknowledge and agree that:

- 1) At all times while on Brethren Village premises, my child must be under my direct supervision. **I will not at any time allow my child to utilize any Brethren Village facilities unsupervised.**
- 2) I understand that the pool is not consistently staffed with a lifeguard. Regardless of whether a lifeguard is present, I am responsible to personally guard my child and ensure my child's safety.
- 3) I am responsible for obtaining appropriate medical advice for my child and ensuring that any activities my child engages in are appropriate for my child's age, condition, and capabilities.
- 4) I understand that my child's use of Brethren Village facilities is at the sole option of Brethren Village. Brethren Village reserves the right, in its sole discretion, to require me to remove my child from the premises at any time and for any reason. In such event, I agree to comply with this requirement immediately.

**I understand that, without these agreements, I would not be permitted to allow my child to utilize Brethren Village facilities and activities.**

Further, I understand that there are certain risks involved in using the swimming pool, participating in classroom exercise classes, and using the fitness center/gym. I understand that, even with the exercise of reasonable care by Brethren Village, myself and my child, certain dangers cannot be eliminated and that personal injuries and/or property damage may occur from my child's participation in such activities which include but are not limited to drowning, falling, heart attack, stroke, pulled or strained muscles, broken bones, abrasions, head trauma, and others. **I agree, on behalf of myself, my child, and my child's heirs, personal representatives and assigns, to accept all known and unknown risks and agree not to sue Brethren Village or any of its officers, directors, members, managers, partners, employees and volunteers (collectively, "Brethren Village entities") if my child is injured or dies while using any of their facilities, regardless of any negligence on their part.**

My child's participation in this activity is purely voluntary, and I elect to allow my child to participate in spite of the risks. I assume full responsibility for the risk of personal injury, death, and property damage due to the negligence and/or fault of the Brethren Village entities, and/or due to the condition of the premises on which the activities will take place, whether such negligence, fault, and/or condition of the premises is present at the signing of this agreement or takes place in the future.

On my child's behalf and on behalf of my child's heirs, personal representatives, and assigns, I

hereby release the Brethren Village entities from all claims, demands, actions, rights of action, or other legal rights to claim compensation for any loss or injury ("Released Claims") which my child may sustain as a result of their negligence or fault or the condition of the premises, whether known or unknown, anticipated or unanticipated, or any other cause whatsoever, whether loss or injury occurs while participating in, going to, or coming from such activity. However, this waiver and release does not apply to gross negligence or intentional torts by the parties released by this document.

I agree to indemnify and hold all Brethren Village entities harmless from Released Claims or from any claim resulting from my breach of any of the agreements in paragraphs #1-4 above.

I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and of any other state wherein such activities may occur, and that if any portion hereof is held invalid, the remainder hereof shall continue in full force and effect.

This Agreement contains and embodies the entire agreement and understandings between the parties concerning the subject matter hereof.

**By signing this document, I acknowledge that I am responsible for the agreements above and, even if my minor child suffers injury or death, I and my minor child may be found by a court of law to have waived the right to maintain a lawsuit against Brethren Village or any of the Brethren Village entities released by this document on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read, I understand it, and I agree to be bound by its terms.**

**Signed:** \_\_\_\_\_ **(Natural Guardian)**

**Date:** \_\_\_\_\_

**On behalf of Natural Guardian AND** \_\_\_\_\_  
**(Name of Minor) participant**

**Natural Guardian Information:**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**In Case of Emergency, contact:**

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_