

**EAST LAKE SUBDIVISION HOMEOWNERS ASSOCIATION**

Swimming Pool Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY, BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. EAST LAKE SUBDIVISION HOMEOWNERS ASSOCIATION and its individual members and representatives are hereinafter known as the "RELEASEES".

To: Any party desiring to swim in or be on the premises of the EAST LAKE subdivision swimming pool in Lee County, Auburn, Alabama.

I, \_\_\_\_\_, wish to swim at EAST LAKE subdivision Homeowner's Association's (H.O.A.) pool facilities. By swimming in the pool or merely being on the premises, I recognize and fully understand certain things, including:

- At no time is there a lifeguard on duty, you (the swimmer) is responsible for the safe use of pool facilities.
- My use of the pool facilities may involve certain risks including but not limited to:
  1. The risk of injuries resulting from possible malfunction of pool equipment.
  2. The risk of injuries resulting from tripping or falling over obstacles in the pool area.
  3. The risk of injuries resulting from unsupervised swimmers colliding.
  4. The risk of other injuries resulting from participating in any action in the pool. **This includes any injury to person or property that occurred on the premises due to construction and repairs to the current clubhouse building.**
  5. Injury occurring from any type of occurrence resulting from the partial accidental destruction of the clubhouse building. I recognize that the building is possibly unsafe and in using the premises, I specifically waive any and all duties of safety and care that would have otherwise been available to me and/or my children. Any person over the age of fourteen must sign and acknowledge this form and waive such rights.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the HOA allowing me to utilize the pool and pool area I hereby agree to the conditions below.

I fully intend and choose to give up the legal rights as stated below: 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the HOA, its directors, officers, employees, agents, or representatives relating to my use of the pool and pool area.

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE HOA.

3. TO HOLD HARMLESS AND INDEMNIFY THE HOA from any and all liability to property, or

personal injury to, any third party, resulting from the use of the pool or pool area.

4. That I am over the age of 18 or that if I am under the age of 18 my parent/guardian who is a resident of , in good standings with fees, has signed this form and that I am responsible and will adhere to all the rules of the property.

5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so. I also acknowledge that should I (the swimmer) be doing anything considered inappropriate or disorderly, or disrupting to other swimmers I may be asked to leave by a member of the HOA. Should multiple complaints be made it will be required that I (the swimmer) only be at the pool or pool area with my parent/guardian.

Print Name \_\_\_\_\_ DOB \_\_\_\_\_

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

Guardian's Name \_\_\_\_\_ Signature \_\_\_\_\_

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OFFICAL USE ONLY-----

Received By \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_