**POOL USAGE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “the Undersigned”) desire to conduct a function at the swimming pool facility at Brandywine Bay during the normal operating hours or 8:00 a.m. to 10:00 p.m.; and

The Brandywine Bay Association (hereinafter “BBA”) is the owner and manager of the swimming pool facility at Brandywine Bay; and

In consideration of being given permission to use the pool facility, the Undersigned does hereby agree to indemnify and hold harmless BBA as provided herein.

Therefore, in consideration of being allowed to utilize the pool facilities at Brandywine Bay, the Undersigned agrees that the Undersigned shall have the sole responsibility for the conduct of the function to be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_.

The Undersigned acknowledges that the function shall be conducted in accord with the rules and regulations for the use of the swimming pool area, which are attached to this request, established by the BBA. The Undersigned agrees that the function will be conducted in such a manner that the other members and guests of the community may utilize and enjoy the swimming pool. The Undersigned understands and will ensure that there will be one (1) adult for every three (3) children attending the event. Pursuant to the rules and regulations, the Undersigned acknowledges that no loud music shall be played at the function. Additionally, the Undersigned acknowledges responsibility for the collection and removal of all trash generated by the function.

BBA understands and agrees that it is responsible for the physical condition of the facility and will bear any responsibility or liability arising from the physical condition of the facility at the time when the function begins.

The Undersigned acknowledges responsibility and liability for any violation of the rules and regulations governing the use of the pool and for hazards created by the Undersigned’s guest(s) during the function. The Undersigned agrees to indemnify and hold harmless BBA, its members, officers, directors, and agents from any and all claims arising from the function. This indemnity and hold harmless agreement includes the Undersigned’s liability to BBA for any reasonable attorney fees incurred by BBA in defending itself from any and all such claims.

This the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

The Undersigned

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

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