



Lake Hills Park Association Agreement, Release of Liability, and Assumption of Risk For Use of LHPA Swimming Pool and Area for Lap Swimming

The undersigned Member of Lake Hills Park Association acknowledges, understands and represents the following:

- They are a member in good standing with the Lake Hills Park Association ("LHPA" or the "Association").
- They agree to pay \$200 for the privilege of lap swimming, for access rights from Jan. 1 – Dec. 31 of the year indicated above.
- They are not permitted to invite other persons to use the facilities including guests or other members of the household who have not also executed a release and been granted permission for access to the pool area during lap swimming times. In other words, this agreement is in force for one person only, the undersigned.
- They are 15 years of age or older.
- They will comply with all rules and regulations of the Association.
- They recognize that there may be no lifeguard on duty during designated lap swimming times.
- They recognize that swimming and other uses of the pool and pool area, are at their own risk.
- They are responsible for their actions in and around the pool and pool area and may be held financially liable for any damages they cause.
- The pool area may be under video surveillance for protection of LHPA interests, but not their safety.
- They acknowledge the risks associated with use of the pool and pool area which may include physical or psychological damage and/or injury not excluding fatality, due to accidents which may occur resulting from use of the swimming pool and adjoining areas.
- They will not permit dogs in the pool or pool areas.
- They will not permit children in the pool area or the pool while they are using the pool or pool area
- They understand that violation of any of the above agreements may result in forfeiture of their rights to use the pool and pool area in this context, and may jeopardize their status as a member in good standing in the Lake Hills Park Association.

Please Note, use of the pool is conditioned on FULLY COMPLETING this waiver and following these rules:

- The danger of exposure to the coronavirus that causes COVID-19 exists. The association cannot ensure that any surface is germ-free.
- The HOA cannot fully sanitize the premises, nor is the HOA the guarantor of your safety. **By entering the pool, you take responsibility for your own protection including for disinfecting your hands and any surface you touch.**
- Do not use the pool if you have a cough, fever or other symptoms of illness.

Initial: _____ The undersigned on behalf of myself and all minor children listed herein who use the pool and related amenities RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Association and all agents of the Association ("Agents") including its directors, officers, management

company, management company employees or agents, and any pool service provider, from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by myself or any minor children listed herein, or to any property belonging to myself or any minor children listed herein, **WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION OR ITS AGENTS**, or otherwise, while using, or in whole or in part resulting from use of the pool or related amenities.

Initial: _____ I elect to voluntarily use the pool and related amenities knowing that certain risk of harm is or may be inherent in the use of the pool and related amenities and that the activity may be hazardous to me, my family and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or my minor children, or any loss or damage to property owned by me, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS AGENTS, OR OTHERWISE. If a lifeguard or pool monitors are present, I understand that mouth-to-mouth resuscitation will not be performed due to COVID-19.**

Initial: _____ The undersigned hereby agrees to abide by the safety measures mandated by the Centers for Disease Control and Prevention (CDC), and all applicable governmental COVID-19-related requirements.

Signature of resident: _____

Signing on behalf of the resident and any lap swimming minor children 15 or older listed below

Printed name of LHPA member

Printed name of LHPA member

Lake Hills Address

Email address (legible please)

Phone number

Signed and Agreed this _____ day of _____, 20____.