

# Northshire I & II

## 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.**

To: Northshire Maintenance Fund Inc. (Homeowners Association, Board of Trustees, Releasees)

I wish to use the Northshire Sections 1 & 2 pool facilities. By going in the pool(s) area, I recognize and fully understand certain things, including:

1. At no time is there a lifeguard on duty.
2. My use of the pool facilities involves certain risks, including but not limited to:
  - o The risk of injury resulting from possible malfunction of the pool equipment.
  - o The risk of injuries resulting from tripping or falling over obstacles in the pool area.
  - o The risk of other injuries resulting from participating in any action in the pool.
3. I recognize and fully understand that the above list is neither a complete nor exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

**In exchange for being allowed to utilize the pool and 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 ALL CLAIMS that I have or may have in the future against Northshire Maintenance Fund Inc, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") 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 Releasees' pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property or personal injury to any third party, including my guests, resulting from the use of the pool or pool area;
4. That I am age of 18 or over and that I am responsible and will adhere to all the rules of the property;
5. If this Waiver, Release, and Agreement is signed by me as parent or guardian of a Minor, I am responsible for that minor, I will supervise that minor, and the minor will also adhere to all rules of the property.
6. That this Waiver, Release, and Agreement, whether for myself or my minor child, is fully effective and shall be effective and binding upon me, my heirs, next of kin, executors, administrators, and assigns, and/or anyone else authorized to act on my behalf or my minor child's behalf, or on behalf of my or my minor child's estate.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_  under 18

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_  under 18

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_  under 18

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Month/Year of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_  under 18

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

If individual is under 18 please be sure to add name and Signature of parent/guardian.