

Huntingdon HOA - Waiver for Minor Access

The Huntingdon Home Owners Association ("HHOA") Board of Directors has implemented policies restricting the use of the HHOA facilities by minors without adult supervision out of concern for the physical safety of said minors and other guests. In exchange for this waiver allowing my child, who is a minor (under the age of 18), to use the swimming pool and related facilities (facilities) owned and maintained by the HHOA, of 3160 N. Katherine Ave., Fayetteville, Arkansas, 72703, I understand and agree for myself and for the members of my family to the following:

1. This waiver will allow my minor child to use the HHOA facilities without adult supervision. This form only applies to HHOA resident's and their minors who are between the ages of 15 and 17 years old inclusive. No child under the age of 15 may use the facilities without adult supervision. No guests under the age of 18 may accompany an approved minor.
2. A lifeguard is not present at the HHOA swimming pool at any time. Any HHOA personnel or agents working on behalf of the HHOA present at the swimming pool are not responsible for the safety of my child and are not required to provide, and may not be trained to provide water-rescue or other emergency services for my child. Parents should provide instruction on the proper use of the emergency phone system located at the pool.
3. There are certain inherent risks associated with using the HHOA swimming pool and I assume full responsibility for personal injury to myself and my family members, and further release and discharge the HHOA for injury, loss, or damage arising out of my family's use of or presence upon the facilities of HHOA, whether caused by fault of myself, my family, HHOA or other third parties. I further release and discharge the HHOA from any claim whatsoever that arises or may hereafter arise from any first-aid or other medical treatment voluntarily rendered in connection with any injury arising from my or my family's use of or presence upon the facilities of the HHOA.
4. I agree to indemnify and defend the HHOA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of the HHOA.
5. I agree to pay for all damages to the facilities of HHOA caused by my or my family's negligent, reckless, or willful actions.
6. I agree to observe and obey all HHOA policies and warnings, and further agree to follow any oral instructions given by HHOA, or the employees, representatives or agents of HHOA. I understand that failure to do so may result in the loss of these privileges.
7. Upon HHOA board approval of this request, one Pool Pass per family will be issued. The Pool Pass must be carried at all times when using the HHOA facilities and must be presented at the request of any HHOA member to verify access. Any minor that does not have a Pool Pass will be asked to leave.
8. I consent to my child or children as listed below to use the HHOA facilities, and agree on behalf of these minors to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over these minors: (continue on back if needed)

Full Name of Child	Birthdate	Street	City	State	Zip	Emergency Phone
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Legal Guardian Signature	Legal Guardian Print Name	Date
_____	_____	_____
Legal Guardian Address	Legal Guardian Phone	Legal Guardian Email
_____	_____	_____
Board Member Signature	Board Member Print Name	Date
_____	_____	_____

Please return this form by postal mail to the address below, or by email to: secretary@hpoaonline.org

3160 Katherine Avenue, Fayetteville, Arkansas 72703.