

TANNERS CREEK COMMUNITY POOL

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

I have read the community pool rules and consent to adhere to the rules.

I recognize and fully understand certain things with regard to my wish to use the Tanners Creek community pool, including:

- **During the swim session, no lifeguard will be on duty. Your safety, the safety of your guests, family, and friends is your responsibility.**
- My use of the community pool and swim session involves some risks, which includes:
- The risk of injury resulting from possible failure or malfunction of pool equipment.
- The risk of injuries resulting from unsupervised swimmers and/or divers colliding.
- The risk of injuries resulting from tripping or falling over obstacles around or in the pool.
- The risk of other injuries resulting from the use of and swimming in the pool.
- The risk of contracting an illness including COVID-19.

I further 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 the types of risks that I am assuming. In consideration of allowing me to use the pool, 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 Richland Hills Homeowners Association, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and take full responsibility of my guests.

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

3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to property, or personal injury to, any third party, resulting from my use of the pool and take full responsibility for my guests.

4. That I am financially responsible for any financial burdens caused by my actions caused by my actions, negligence, or mistakes.

5. That I am over the age of 18, (Parents & Guardians sign for kids under the age of 18, and all children in my household under the age of 16 will be accompanied by an adult.)

[Please continue to back →]

5. That I further agree to abide by the rules, dates, and times for the swimming sessions, the dates and times for pool swimming shall be provided by the Board and available online at <http://tannerscreekhoa.com/pool.html>.

6. That the only persons permitted to use the pool are members of the association in good financial standing, their tenants, their event attendees, and guests of the resident.

7. That I further agree that I, as the event host, take full responsibility for the actions and behavior of my guests. Including any financial burden brought upon by my or my guest's actions. I, understand and agree that any poor behavior by myself, my family, or my guests is ground for suspension of privileges.

8. That I have fully read the Pool Party Rules & Requirements located on the online pool party request form which can be found by visiting the Pool & Amenities page at <http://www.tannerscreekhoa.com/pool.html>. Reading, understanding, and agreeing to these terms is required to request a pool party.

9. I agree as the host, that I will enforce the 2:1 child to adult ratio at all times. I agree that all adult attendees will be attentive to swimmers and be responsible for their safety and wellbeing at all time.

10. 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.

YOU ARE RESPONSIBLE FOR YOUR SAFETY, AND THE SAFETY OF YOUR FAMILY, GUESTS, AND FRIENDS. ACT RESPONSIBLY.

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.

Name: _____ Signature _____

Address: _____

Date: _____ Event Type: _____

Event Host: _____

E-mail: _____

Cell phone: _____

[All Fields Required for Entry]