

POOL WAIVER

**WAIVER & RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FAIRFIELD VILLAGE CONDOMINIUM ASSOCIATION ("Association")**

THIS IS A WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT.  
PLEASE READ THROUGH THIS DOCUMENT THOROUGHLY BEFORE SIGNING.

The undersigned, \_\_\_\_\_, owners/tenant of Unit \_\_\_\_\_  
On my/our behalf and behalf of my/our child(ren), if any, in consideration of being allowed to use the pool and facilities owned by the Association (the "Pool"), states and agrees:

1. I/We have read and agree to comply with (a) all Association rules and regulations concerning the Pool now in effect; (b) any and all rules and regulations concerning the Pool adopted in the future; and (c) all posted rules and regulations concerning the Pool.
2. I/We shall be solely responsible for ensuring that I/We and my child(ren) abide by the Association's rules and Regulations and this Waiver and Release of Liability and Hold Harmless Agreement and, in particular, comply with all the rules and regulations concerning the Pool. I also agree to report any trouble or misuse of the Pool immediately to a Director or Office of the Association.
3. I/We acknowledge that use of the Pool may be dangerous; that injuries could result from accidents or the negligence or carelessness of myself/ourselves, my/our child(ren) or others; that there will be no lifeguard provided by the Association; and I/We knowingly accept and assume all known and unknown risks in using the Pool on behalf of myself/ourselves, or my/our child(ren). Use of the Pool by me/us and my/our child(ren) is at my/our sole risk.
4. To the best of my/our knowledge, the physical condition of myself/ourselves or my/our child(ren), is adequate to allow safe use of the Pool. No physician has advised me/us or my/ child(ren) against participating in physical and/or swimming activities.
5. For myself/ourselves and my/our child(ren), I/We hereby waive and release the Association from any injuries, damages, or expenses that might arise directly or indirectly during the use of the Pool.
6. In addition to all the rules and regulations concerning use of the Pool, I/We specifically acknowledge the following:
  - a. I/We understand the Pool opens at 9:00 am and closes at 9:00pm
  - b. I/We know and understand there will be no lifeguard at the Pool.
  - c. I/We will **NOT USE LARGE FLOTATION** or other apparatus in the pool
  - d. I/We am/are allowed up to six (6) guests, and I/we fully understand that they must abide by the rules and regulations concerning the use of the pool and that the **Unit Owner must be present at all times.**
  - e. **NO CHILDREN UNDER THE AGE OF SIXTEEN (16) MAY USE THE POOL WITHOUT SUPERVISION OF AN ADULT OVER THE AGE OF TWENTY ONE (21).**
  - f. If I/We or my/our child(ren) do not abide by the rules and regulations concerning the pool, my/our right to use the pool may be revoked indefinitely without further notice or warning.
  - g. Upon signing this Agreement I/We will be given a code to use the Pool
  - h. I/We will **NOT HOLD THE GATE/DOOR OPEN FOR ANYONE and will ALLOW EVERYONE TO USE THEIR OWN PASSCODE TO ENTER THE POOL.**

For good and valuable consideration, for myself/ourselves and my/our child(ren), I/We Agree to indemnify and hold harmless the Association, its Board of Directors, owners, officers, Agents, employees and assigns (collectively the "Association"), from all current and future, foreseen and unforeseen actions, expenses, judgements, damages or claims of any kind, including attorney fees that may arise from or in connection with use of the pool, including personal injuries, by or to me/us or my/child(ren) and our guests, employees and invitees.

7. This WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT is executed

Without reliance upon any promise inducement, statement, or representation by the Association and/or any person released or their representatives or attorneys.

8. This release shall bind my/us, my/child(ren), and our heirs, successors and assigns.

**Delinquent common charges WILL PREVENT ENTRY for all family members and residents living in unit. This restriction pertains to the pool use and access to the pool area. NO ACCESS will be allowed to delinquent unit occupants, even if they come in with a neighbor or other unit owner who is current. Any resident or member of the delinquent unit in violation, will be asked to leave the pool premises. Your signature below indicates acknowledgement of this policy.**

I/We acknowledge that I/We have been afforded the opportunity to consult with legal counsel regarding the terms and conditions of the Agreement. I/We acknowledge that I/We have read the entire Agreement, that the terms of the Agreement are clear to me/us and there are no other understandings or agreements other than as set out above, and that I/We voluntarily consent to all of the Agreement's terms and provisions.

READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS. YOU ACKNOWLEDGE REVIEW AND APPROVAL OF THIS RELEASE ON \_\_\_\_\_ .  
(MONTH/DAY/YEAR)

OWNER/TENANT UNIT ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME/SIGNATURE

\_\_\_\_\_  
PRINT NAME/SIGNATURE