



Swim & Tennis Party Agreement and Release

I, the undersigned, fully understand that swimming, playing tennis and engaging in any of the other recreational activities conducted on or around the properties of Weatherly Residential Association, Inc. (the "Association") or in conjunction with activities of the Association, are inherently dangerous.

I, for myself, for any guest I may bring, and for any child of mine or in my custody (hereafter collectively referenced as "I"), the undersigned, understanding that there are no lifeguards on duty at the swimming pool on the properties of the Association, accept all terms of this agreement and do hereby fully and irrevocably assume any and all of the risks of drowning, personal injury, death and property damage associated with the above activities, including but not limited to the acts or omissions of other swimmers, tennis players, or any other persons engaged in recreational or other activities on the properties of the Association, whether with or without the permission of the Association, the physical condition of the properties of the Association, equipment failure, acts of God, acts of nature and/or for any reason whatsoever.

I, the undersigned, do fully understand that there will be other persons on the properties described above, and I agree to act prudently and carefully to avoid causing them any injury. If swimming, I certify that I am familiar with how to swim. If playing tennis, I certify that I am familiar with how to use tennis racquets and balls. I certify that I am familiar with the laws, rules and etiquette of functions on the Association property.

I, the undersigned, agree to the rules and regulations set forth by the Association and acknowledge that I will be solely responsible for any guest(s) that I bring onto the properties of the Association, hereby fully, irrevocably, and forever release and discharge the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, demands, actions and damages, and/or legal liability of any kind, nature or description in any way arising out of or resulting from drowning, personal injury, death or property damage sustained by the undersigned while engaging in any of the above mentioned activities conducted by, or on the properties of, the Association, whatever the cause. I further expressly stipulate and agree to indemnify and hold harmless the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, causes of action and damages, which they or any of them may incur as a result of the participation by the undersigned or any minor or other person for whom the undersigned is a legal guardian or in the custody of in the above mentioned activities conducted by, or on the properties of, the Club.

I hereby give this release and assume all risks attendant thereto in consideration of being allowed to enter onto the properties of the Association to swim, play tennis and engage in other recreational activities. I recognize and agree that the terms of this release and assumption of risk are contractual and not a mere recital, contain the entire agreement between the undersigned and the Association, shall be binding on my heirs, executors and assigns, and shall be construed according to the laws of the State of Alabama.

This Release and Agreement shall remain in force and full effect for the period of one year, commencing on the date it is executed by the undersigned and continuing until the exact same date one year following its date of execution.

I hereby certify that I am at least 18 years of age and have read and understood the above document in its entirety.

RULES AND POLICIES FOR SWIMMING POOL PARTIES

TO RESERVE

Pool Rental Hours: 9 a.m. to 9 p.m.

Pool Rental Days: Monday through Friday, except holidays.

No Private Parties. Pool will continue to be open to WRA residents.

Clubhouse and Pool combination parties are not allowed.

FEES AND DEPOSITS

Pool party fee is **\$50.00** for three hours. The pool party is limited to **30** registered residents and guests including chaperones. All checks must be mailed to WRA, PO Box 890, Alabaster, AL 35007 and will be deposited upon receipt.

A refundable security deposit of **\$75.00** and a **\$75.00** cleaning fee deposit is required at the time of the rental. Personal checks, money orders, or cashier's checks may be used for payment. Personal checks will not be accepted for any agreements written less than 15 days prior to the facility rental, unless other rentals have not been scheduled. **The WRA member signing the contract must pay all fees and deposits.** No event can begin without full payment of the rental fees. WRA asks that, if possible, all fees and deposits should be paid 15 days prior to the scheduled reservation date.

AVAILABILITY

Facility reservations may be made up to six (6) months in advance of the activity. The facility is rented on a first-come, first-served basis, during the pool season. WRA cannot guarantee the pool will be open due to events beyond our control. If this occurs, your deposits will be returned.

Only WRA resident members 21 years of age and older will be allowed to enter into a rental agreement with the WRA for the non-exclusive use of the swimming pool. All correspondence and communications will be sent to the individual listed on the agreement.

The member signing the agreement must be present at all times during the event/rental, including setup and cleanup and all deliveries/pick-ups. Additionally, the renter's failure to comply with any of WRA's regulations may result in the cancellation of the event with no fee reimbursement.

LIABILITY AND INSURANCE

The renting member must agree to WRA's Swimming Pool & Tennis Court Rules. The renting member must sign a copy of the WRA "Agreement and Release" document and this will be kept on file at the clubhouse for one (1) year.

The member arranging and renting the facility is responsible for the actions and conduct of their guests. They are also responsible for any damages to the property as a result of their activity. If damages occur a damage fee will be assessed.

Children's activities such as, birthday parties, and the like, involving minors (under 18) must have a 1-to-10 adult-to-child ratio.

The use of STC property, facilities, equipment, and furnishings is for the exclusive use of the Association members and their guests. They are not to be used for any purpose that violates any city, county, or state laws or the WRA rules, policies and procedures. **(The pool occupancy limit is 120 people).**

Use of amusement rentals or props (i.e. carnival games and rides, dance floors, stages, inflatable attractions, casino nights tables, etc.): Vendors must be able to present to the Management Company a Certificate of Insurance for general liability in an amount of not less than one million dollars **(\$1,000,000)** and when applicable, a Certificate of Workman's Compensation (if operators will be on site) by the rental company.

Food and beverages can only be served, **not sold**.

If minors are found in the possession of alcoholic beverages, the activity will be terminated immediately.

WRA does not accept any legal responsibility for the loss, damage, or theft of equipment or articles owned by the users and will not accept any responsibility for any act or incident arising from the use of its property or equipment by any organization or group.

WRA at its sole discretion may cancel/suspend the use of the facility by the group or individual if in non-compliance with the established policies and procedures is determined. WRA reserves the right to refuse members the privilege of renting the facility if the member's previous rental history was disruptive, or the rules and policies were not followed as written. All rental agreements must be completed as per instructions.

The STC Swimming Party rules and procedures are subject to change by the WRA Board at any time.

SPECIFIC RULES

If the WRA member renting the facility is bringing in equipment, it must be submitted and approved by the Management Company 30 days prior to the event.

Noise must be maintained within acceptable levels at all times, as this facility is in the middle of a residential area. Sound levels must comply with the City of Alabaster sound ordinance.

A copy of the signed contract and swimming pool party rules should be provided to any vendors, planners and anyone else associated with the event to ensure they are familiar with all rules and policies.

The Management Company is NOT allowed to sign for, or accept, any deliveries for the event. No recurring or long-term rental or assignment of the facility shall be made to any individual or organization, without the prior approval of the WRA Board.

WRA does not provide any storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event and all equipment/rentals cannot be dropped off prior to the event until the time agreed upon with the Management Company.

STC parking is on a first-come, first-served basis only. No reserving spaces.

The designated area for the party will be under the clubhouse deck. All props for decorations must be free standing. If damages are made to property a **damage fee** will be assessed.

All materials must be flame retardant. No open flames are allowed (i.e., unshielded candles, tiki torches, pyrotechnics and the like.)

Rice, birdseed, glitter, flower petals, confetti, smoke or bubble effects, airborne steamers and the like **are prohibited.**

Patio furniture must remain on the pool deck. All furnishings must be returned to their original position when the event has ended.

Setup and cleanup is the responsibility of the WRA member renting the facility within their rental period.

It is expected that you will leave the pool area and deck clean. Brooms are available for your use in cleaning the area. Please empty trash cans in the dumpster located at the lower end of the building. Your failure to clean up will result in forfeiture of your security deposit.

Animals, other than guide dogs, are not permitted inside the WRA property.

SWIMMING POOL & TENNIS COURT RULES

The swimming pool is for registered residents of the Weatherly Residential Association, their immediate family and guests. All persons are required to comply with all pool rules and are subject to the suspension of their usage privileges for the facility for failure to do so. All resident users of the facility are required to sign the "Agreement and Release" document attached to these rules.

WRA's management company is required to enforce these rules and has the authority to take any action deemed necessary to ensure the safety of all persons in the pool and tennis court area. Any person failing to obey instructions from the management company may be asked to leave the premises. A key card is required to gain access through the security gate to the swim and tennis area. Any problems with key cards or the security gate should be reported to the management company.

No lifeguard will be on duty. Residents and their guests are to swim at their own risk. The Association assumes no liability for any personal injury, loss of property or damage to property.

ACCESS, ELIGIBILITY AND HOURS

Pool Area Hours: Depending upon weather conditions, the pool will be open in April and September for weekends only. During the months of May – September, the pool will be open seven days a week. The hours of operation for general use are 9 am – 9 pm. Schedules are subject to change.

Every effort will be made to perform pool maintenance prior to 9 am or after 9 pm. However, on occasion, it may be necessary to perform pool maintenance during normal operating hours. In such case, the pool may be temporarily closed for safety reasons.

Swim at your own risk. No Lifeguard on duty.

A key card is required to gain access through the security gate to the swim and tennis area. Pool monitors and the management company are not allowed to open the gate for anyone. One key card will be issued to each residence which is in good standing on their annual assessments and has completed their registration form. A second key card may be obtained for a fee of \$25.

Immediate Family is designated as residents, children, and children not living in the home, grandchildren, and grandparents.

Each resident is allowed to bring one guest to the pool per day without paying a guest fee. Family members visiting for a weekend will not be charged a guest fee to visit the pool.

Guest Fee: \$1.00 per day per guest.

The bather load limit is 120 persons.

Residents are responsible for the supervision and conduct of their immediate family and guests. An adult must supervise minors under the age of 14 at all times.

Due to health concerns – Non-toilet trained children and children wearing diapers are not allowed in the pool area unless they are wearing swim diapers.

Persons with contagious or infectious health conditions are not permitted in the water, pool area, or bathhouse.

SAFETY REGULATIONS

No diving allowed.

No bicycles, roller skates, roller blades, skateboards or heavy balls, Frisbees or any motorized vehicles permitted. Feather-weight objects such as “nerf” balls or beach balls may be used with discretion.

No glass allowed inside the fenced pool area, or on the tennis courts.

No running, pushing, spitting or rough play is permitted in the pool area.

No pets, other than guide dogs, are allowed.

GENERAL POLICIES

No food or beverages in pool. Eating and drinking are permitted on pool deck. The resident is responsible to see that all trash is placed in trash containers before leaving the pool area.

Pool furniture is not to be removed from the pool area.

The pool may be closed at any time due to homeowner association events, safety reasons, necessary repairs, maintenance, or weather.

Users of the pool area are responsible for removing all articles they bring to the pool (including towels, books, magazines, beach balls, etc.) at the time they leave the area.

Please take children on bathroom breaks often and wash your hands and your child's hands with soap and water before swimming.

Conservative swim attire (no thongs or brief Speedos) should be worn at the pool. Also, no cutoffs or street clothing are allowed in the water. Diapered children are not allowed to enter the pool area wearing disposable or cloth diapers (**Swim diapers only**).

The volume of music devices without headphones (radios, stereos, boom boxes) should be limited to your immediate listening area. Also, music should be appropriate for a family atmosphere. The management company has the authority to ask that inappropriate music be turned off. Please be considerate of your neighbors.

For the consideration of others, no gum or tobacco products will be allowed inside the security gate, clubhouse, or deck over the pool area.

Non-swimmers of any age must not enter the deep area of the pool.

No person may enter or stay on the property in an intoxicated condition.

TENNIS COURT RULES

Tennis court Hours: 9 AM till 9 PM

A Weatherly Residential Association resident must accompany all guests.

No food or glass is allowed on the courts.

A parent must accompany children under 12 years old.

No skateboards, bikes, skates, motorcycles, or roller-blades are allowed on the courts. Street shoes or cleat-type shoes are not allowed on the courts. (Tennis shoes only).

No pets allowed.

Tennis courts are to be used for tennis only.

Swimming Pool Party Rental Agreement

Weatherly Residential Association, Inc. ("WRA") desires to be protected against loss by reason of temporary use and occupancy of its facilities by special event renters. It is therefore agreed:

- The resident renter has submitted a signed copy of the "Agreement and Release" document.
- The renter agrees that he has read, understands, and will abide by the "Swimming Pool Parties Rental Rules" document provided above and risks losing Security Deposit if rules are not followed.
- If rented equipment will be on the premises, the renter agrees to assume responsibility for this equipment and have it approved by the management company.
- The renter agrees to complete the "Cleanup Checklist" when the event is completed. If not, the Cleanup Fee will be used to pay for cleaning following the event.

AGREEMENT

IN WITNESS THEREOF, the undersigned has executed and delivered this Rental Agreement as of the date shown below.

Renter of the Facility or Homeowner of Record (required)

EMAIL Address (required)

PHONE Number (required)

DATE OF EVENT (required)

TIME rental will begin am/pm to cleanup am/pm (required) Include time to setup and cleanup

Access to the pool is limited to 30 registered residents and guests including chaperones.

Below list the number of Adults attending event (required):

Below list the number of Children attending event (required):

If children are under 18, you must have a 1-to-10 adult-to-child ratio

Resident's/Renter's Address (required)
(Include street address, city, state & zip code)

POOL CARD #

CANCELLATION POLICY:

Notice of cancellation of your reservation must be received not later than fourteen (14) days prior to your booking. Last minute cancellation of the facility rental may result in forfeiture of all or part of your rental fee, if other rentals have been turned down because you had the facility reserved.

Please signify you have read and understand the Rules and Regulations above and your acceptance of these terms and conditions by typing "I AGREE" into the box (required):