



Lake Hills Park Association

Agreement, Release of Liability, Assumption of Risk For Adult-Only Use of LHPA Swimming Pool and Area

The undersigned Member of Lake Hills Park Association acknowledges, understands and represents the following:

- They are a member in good standing with the Lake Hills Park Association.
- They agree to pay \$50 for this privilege, for access rights from Jan. 1 – Dec. 31 of the year indicated above.
- They are not permitted to invite other persons to use the facilities including guests or other members of the household who have not also executed a release and been granted permission for access to the pool area. In other words, this agreement is in force for one person only, the undersigned.
- They are 18 years of age or older.
- They will comply with all rules and regulations of the Lake Hills Park Association.
- They recognize that there may be no lifeguard on duty.
- They recognize that swimming and other uses of the pool and pool area, are at their own risk.
- They are responsible for their actions in and around the pool and pool area and may be held financially liable for any damages they cause.
- The pool area may be under video surveillance for protection of LHPA interests, but not their safety.-
- They acknowledge the risks associated with use of the pool and pool area which may include physical or psychological damage and/or injury not excluding fatality, due to accidents which may occur resulting from use of the swimming pool and adjoining areas.
- They will not permit dogs in the pool or pool areas.
- They will not permit children in the pool area or the pool while they are using the pool or pool area
- They understand that violation of any of the above agreements may result in forfeiture of their rights to use the pool and pool area in this context, and may jeopardize their status as a member in good standing in the Lake Hills Community Association.

I hereby RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association or any of the Association's owners, officers, employees, agents or assigns from any and all claims for damages for personal injury, death, property damage, destruction or loss, or claims of any nature whatsoever, that may relate to my use of the Association's pool and pool area. I INTEND THIS RELEASE TO BE VALID EVEN THOUGH SUCH CLAIMS MAY ARISE OUT OF NEGLIGENCE ON THE PART OF THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS. I AGREE THAT I, MY ESTATE, MY HEIRS AND ASSIGNS WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS BROUGHT ON BEHALF OF MYSELF, OR ANY THIRD PARTY, AS A RESULT OF MY USE OF THE POOL AND POOL AREA UNDER THIS RELEASE. I further agree to pay the Association for any damages that are sustained to the Association as a result of my use of the pool and pool area. BY MY EXECUTION OF THIS DOCUMENT I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS AND EFFECTS AND EXECUTE IT OF MY OWN FREE WILL.

Signed and Agreed this _____ day of _____, 20__.

Printed name of LHPA member

Signature of LHPA member

Lake Hills Address

Email address (legible please)

Phone number