

RICHLAND HILLS COMMUNITY POOL

Swimming Pool Waiver and Release of Liability Form

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

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

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

- During the swim session, no lifeguard will be on duty.
- 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 and swimming in the pool.
- The risk of contracting an illness.

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 over the age of 18 and that I am a member and/or from a family of members in good financial standing with the association, (Parents & Guardians sign for kids under the age of 18 and all children in my household under the age of 14 will be accompanied by an adult.)

5. That I further agree to abide by the rules, dates, and times for the swimming sessions, the dates and times for pool swim shall be provided by the Board.

6. That the only persons permitted to use the pool and clubhouse are members of the association in good financial standing and that the guest policy is followed, including my guests, are subject to all in this waiver as well: (4 allowed during the week and 2 on the weekends unless special permission is obtained by the board

7. 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.

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: _____ Date of Birth: _____

Pool Fob Number: _____

E-mail: _____

Cell
phone: _____