

Homeowner Address: _____

Acct# _____

Release of Claims, Assumption of Risk and Indemnification Agreement

This Agreement is entered into this _____ day of _____, 20____
by and between Klahanie Association ("Klahanie") and _____,
a member of Klahanie ("Homeowner").

Witnesseth:

- A. Homeowner is a member of Klahanie and wishes to utilize its pool facilities during hours while a lifeguard is not on duty, for purposes of lap swimming by such Homeowner;
- B. Klahanie is willing to authorize access to its pool facilities to Homeowner while a lifeguard is not on duty and the Homeowner agrees to release and hold Klahanie harmless from any and all claims arising out of the use of the pool facilities by the Homeowner and such Homeowner's express assumption of the risk for the use of such pool facilities by such Homeowner.

NOW THEREFORE IN CONSIDERATION OF THE PROMISES COVENANTS, TERMS
AND CONDITIONS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Upon execution of this Agreement, Klahanie hereby agrees to provide such Homeowner and/or such Homeowner's designated minor child and/or ward, a specific code to be inputted into the code box at the front entrance to the pool facilities, in order to gain access to such pool facilities while a lifeguard is not on duty. Upon entry, Homeowner, for Homeowner and on behalf of Homeowner's minor child and/or ward expressly assumes the risk of any and all injury to Homeowner and/or Homeowner's minor child and/or ward arising from the use and/or presence at the pool facilities while a lifeguard is not on duty.

2. As further consideration for permission to use such pool facilities while a lifeguard is not on duty, the undersigned hereby indemnifies and agrees to hold Klahanie harmless from any and all such claims referenced in paragraph 1, including costs and reasonable attorney fees.
3. The permitted use at such time is limited to lap swimming only and the available times will be posted each month on the Klahanie website and available at the main office. During such usage, Homeowner agrees on behalf of Homeowner and/or Homeowner's designated minor child and/or ward to strictly comply with the rules relating to pool facility usage; and in particular those rules relating to usage while a lifeguard is not on duty, which rules are set forth on Appendix A and by this reference incorporated herein.
4. It is agreed that violation of any of the rules shall be a basis to immediately revoke the permission herein, as with any other breach of any term or condition or covenant set forth hereinabove.
5. Any and all property damage caused to the pool facilities arising out of or during the use of such pool facilities or presence by Homeowner shall immediately be repaired upon demand at the sole cost and expense of Homeowner, including costs and reasonable attorney fees.

Date: _____

Homeowner

Homeowner email address

Date: _____

Klahanie Association

By: _____
Authorized Representative