

GROVE POINTE SWIMMING POOL
WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT

Please read this form carefully and be aware that, in utilizing the swimming pool and all amenities and properties related thereto (collectively, the "Amenities") owned by Grove Pointe Property Owners' Association, Inc. (the "Association"), you will be expressly assuming the risk of, and waiving and releasing all claims for, injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any of the Amenities.

I agree to familiarize myself, my family members, and my guests with the Association's rules of the Amenities and agree to abide by them. I understand the Association, its directors, officers, representatives, employees, volunteers and agents (collectively, including the Association, the "Association Parties") retain the right to suspend or expel users from use of the Amenities for failure to comply with the rules.

DISCLAIMER CLAUSE

The Association Parties are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the Amenities.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury inherent in the use of the Amenities, and in utilizing a swimming pool in general. I understand that there is no lifeguard on duty at the Amenities, that the Association Parties are not responsible for supervising activity at the Amenities, and that users of the Amenities must be responsible for their own conduct and assume the risks inherent in utilizing the Amenities (including without limitation in utilizing a swimming pool). I also understand that, in order to be allowed to use the Amenities, I must give up my rights to hold any Association Party liable for any injury, loss, or damage which I, my family members, or my guests may suffer while utilizing the Amenities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the Amenities. I further agree to waive and relinquish all claims against the Association Parties for injury, damage, or loss that I, my family members, or my guests may have as a result of using the Amenities.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Association allowing me, my family, and/or my guests to use the Amenities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to use of the Amenities by me, my family members, or my guests, even though such risks may have been caused by the negligence of an Association Party;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I and my dependents may sustain while using the Amenities, even though such injury, loss or damage may have been caused by the negligence of an Association Party; and
3. TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS the Association Parties of and from any and all claims, demands, actions, costs, losses, liabilities, and obligations, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated, which relate to or arise out of use of the Amenities by me, my family members, or my guests, even though the same may have been caused by the negligence of an Association Party.

I understand and agree that this agreement applies, by way of illustration and not of limitation, to personal injury, property damage, or wrongful death which I, my family members, or my guests may suffer, even if caused by the negligent acts or omissions of others.

I understand that there is **NO LIFEGUARD ON DUTY** and that children must be accompanied by an adult at all times.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I HAVE THE RIGHT, SHOULD I SO CHOOSE, TO HAVE LEGAL COUNSEL REVIEW THIS AGREEMENT BEFORE I EXECUTE THE SAME AND BEGIN USING THE AMENITIES. I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, executors, administrators, assigns and representatives. I am signing below **VOLUNTARILY** and agree to abide by the terms hereof.

I have been advised of and understand the potential dangers incidental to utilizing the Amenities and swimming pools generally. I will advise any guest and any family member of such dangers and of the existence of this agreement prior to such person visiting the Amenities. I will have all guests, and all family members over the age of 18, execute a copy of this form and deliver the same to the Association.

WARNING - BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY! I have read and voluntarily sign this agreement, on behalf of myself, my family members, and my guests.

Signature of Responsible Party (*must be over 18 years of age*)

Printed Name

Address

Date

Email Address

Phone #