



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## POOL, HOT TUB, AND SPA ADDENDUM

(C.A.R. Form PHSA, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Other: \_\_\_\_\_, dated \_\_\_\_\_, on property located at (Street Address) \_\_\_\_\_ (Unit/Apartment) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises"), in which \_\_\_\_\_ is referred to as "Tenant" and \_\_\_\_\_ is referred to as "Housing Provider" (the term "Housing Provider" includes Owner and agent).

### **POOLS and HOT TUBS:**

1. Swimming pools, hot tubs, and spas, while providing exercise, recreation, and relaxation, can also be dangerous. People (as well as pets) can be severely injured and can drown if the pool, hot tub or spa is not properly used. Tenants are strongly cautioned that they, their fellow occupants and Tenant's guest must adhere to the following safe practices:

- No diving into the pool or hot tub or spa.
- No intoxicated persons may use the pool or hot tub or spa.
- No one should use the pool or hot tub or spa alone.
- Children may never be left unattended when they may gain access to the pool, hot tub or spa, not even for a few seconds.

Neither the Housing Provider nor the Housing Provider's agents can assure the safety of persons using property containing a pool, hot tub or spa. As a consequence, Tenant assumes liability for pool, hot tub or spa use by themselves, other occupants, their guests, and their pets inconsistent with the safe practices designated above or their own negligence or reckless conduct.

2. If the rental is part of a rental complex, the following also apply:

- The pool, hot tub or spa may only be used during posted hours.
- Adult supervision is required for anyone under the age of 14.
- All drinks must be served in unbreakable containers.
- No alcoholic drinks are allowed in the pool area, hot tub or spa.
- No excessive noise – please be considerate of your neighbors.
- Users must shower prior to using the pool, hot tub or spa.
- Use the pool safety equipment only in case of emergency.
- HOA or House Rules, if applicable, will supplement or supersede these rules.

### **3. NO LIFEGUARD WILL BE ON DUTY - YOU SWIM AT YOUR OWN RISK**

4. Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from Tenant's use of the pool, hot tub or spa inconsistent with the safe practices designated above or their own negligence or reckless conduct.

**By signing below, Tenant acknowledges that they have read, understood, accepted and received a copy of this addendum.**

Tenant _____	Date _____
Tenant _____	Date <u>12/16/2026</u>
Housing Provider _____	Date _____
Housing Provider _____	Date _____

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