

Homeowner's Association Pool Rules and Liability Waiver

In consideration of being permitted to use the pool at Cobbs Creek HOA, the undersigned agrees and acknowledge the following:

- Cobbs Creek homeowners, tenants and guests will abide by all policies and procedures. Pool Rules are attached. Each person is responsible for his/her actions and those of their children, guests and tenants
- Risks and danger exists during swimming actions, and while in the pool area; these risks include, but are not limited to, physical injuries, slips and falls, drowning, contracting contagious diseases and/or viruses, bacteria, psychological injuries and even the possibility of loss of life. A Life Guard is not provided by the Cobbs Creek HOA or Light Property Management, Inc.; **SWIMMING IS AT YOUR OWN RISK.**
- I assume all risks associated with using the Cobbs Creek pool and surrounding area. I will hold the Cobbs Creek HOA and Light Property Management, harmless from any liability, actions, demands, expenses, cost, claims and causes of action of any possible nature of injury, death, or sickness, loss to myself, child, guests or property. I agree to pay for any and all court costs if a lawsuit is brought against the Cobbs Creek HOA and/or Light Property Management., as a result of my action or the actions of myself, my guests, tenants or children.
- I acknowledge that children under the age of 16 are not permitted in the pool area without a parent or guardian over the age of 18. They may be asked to leave by a Cobbs Creek Pool Committee member, a Board Member or Light Property Management, Inc. **Repeated abuse of the pool facility by any Cobbs Creek resident (tenant, child or guest of resident) may result in loss of privileges.** Pool privileges may be revoked at the discretion of the Cobbs Creek Board of Directors or Light Property Management, Inc. if a Cobbs Creek resident (tenant, child or guest of resident) is not complying with the revised pool rules.

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- **By using the Pool and pool area, I acknowledge and accept that for security purposes, there are video cameras in use.**
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NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury, sickness, death, or property damage however caused arising out of your use of the Cobbs Creek HOA pool, pool area, pool bathroom & parking lot.

CORONAVIRUS/COVID-19 and any other Virus -WARNING & DISCLAIMER

Coronavirus, COVID-19 and any other virus are extremely contagious viruses that spread easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Use of the pool and/or pool areas could increase the risk of contracting COVID-19 and/or any other virus. Cobbs Creek in no way warrants that COVID-19 infection will not occur through use of the HOA pool/pool area/pool bathrooms.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of my use of the pool and/or pool area, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Cobbs Creek HOA, its officers, directors, Property Managers, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims,

or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Cobbs Creek HOA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Cobbs Creek HOA pool and pool area/restrooms, parking lot, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my use of the pool, pool area, pool bath rooms and parking lot I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my use of the pool/pool area/pool bathrooms and/or parking lot.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in use of the pool/pool area/pool bathrooms, parking lot, and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, sickness or death, I or my guests sustain while using the pool/pool area/pool bathrooms, playground equipment and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, sickness or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe use of the facilities.

I have read and understand the rules and agree to all of the provisions herein. By signing and agreeing to the above, it is the signer's responsibility to inform all residents at the below address of the rules and regulations encompassing this agreement. I further certify that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. *

Owner Signature: _____ **Date:** _____

Witness: _____ **Date:** _____

PLEASE PRINT NAME _____

Address _____

Phone _____

Email _____

Is your home rented to others? _____ yes _____ no

Please list all family members who will be using the pool:

