

**SUMMERLYN ASSOCIATION OF OWNERS  
FACILITIES USE  
ACKNOWLEDGEMENT AND WAIVER FORM**

I/we understand that the swimming pool and all other recreational areas collectively referred to as the “Facilities” are for use by the owners within Summerlyn Association of Owners (hereinafter called the “Association”).

I/we acknowledge receipt and have read and understood the Association’s rules and policies for the Facilities, including but not limited to those relating to the usage of the pool and the pool area. I/we agree to abide by the Association’s rules and policies. In addition, I/we agree to explain these rules and policies to my/our family members, guests, tenants and invitees.

I/we accept full responsibility for the conduct of my/our family members, guests, tenants and invitees while they are using the Facilities.

I/we have been informed that me/our and my/our family members, guests, tenants and invitees use of the Facilities will not be supervised.

I/we understand and expressly agree that there is risk of accident, injury or death from the use of the Facilities, and that said risk is at and expressly assumed by me/us and my/our family members, guests, tenants and invitees.

In consideration for being permitted to use the Facilities, I/we hereby agree:

- to defend, indemnify and hold harmless the Association, its agents and employees from and against any and all loss, claims, demands, causes of action, and/or liability (including attorneys’ fees and court costs) associated with the use of the Facilities by me/us, my/our family members, guests, tenants and invitees and the failure of me/us, my/our family members, guests, tenants and invitees to comply with the Association’s rules and policies; and
- to waive and release for myself/ourselves, my/our family members, guests, tenants and invitees any and all claims against the Association, its board members and property owners from any loss and damage, and from every claim arising from any bodily or personal injuries, death, or property damage resulting the use of the Facilities, except for any claims against the Association, its board members and property owners for any loss damage or claim which arises out of the gross negligence or willful misconduct of that party.

I/We have read the above and accept and agree to be bound by all the terms and conditions set forth herein.

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_