

FORM OF WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS AGREEMENT

Lakewood Glen Property Owners Association Usage Waivers for Adults & Minors

Defined Terms

1. **"Member"** – means the undersigned individual of legal age who has been authorized by Lakewood Glen Property Owners Association to use the Lakewood Glen Property Owners Association Facilities and Pool.
2. **"User"** – means any person permitted to use the swimming pool by Member, whether family, friend, guest or invitee.
3. **"Lakewood Glen Property Owners Association facilities and swimming pool"** – means those buildings, venues, parks, sport courts, pools and other common area lands and fixtures owned by the Lakewood Glen Property Owners Association to be used by and for the benefit of the Members.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, the Member gives up her/his right to bring any action (in a court of law, arbitration or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of Member or User's use of Lakewood Glen Property Owners Association facilities and swimming pool, now or at any time in the future.

Acknowledgment of Risk

Member hereby acknowledges and agrees that utilizing the Lakewood Glen Property Owners Association facilities and swimming pool comes with inherent risks. Member has full knowledge and understanding of the inherent risks associated with Member and/or User's use of the Lakewood Glen Property Owners Association facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. Member further acknowledges that the preceding list is not inclusive of all possible risks associated with the use of the Lakewood Glen Property Owners Association facilities and swimming pool and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads 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. Utilizing the Lakewood Glen Property Owners Association facilities and swimming pool could increase the risk of contracting COVID-19. A-Beautiful Pools, Inc. and Lakewood Glen Property Owners Association in no way warrants that COVID-19 infection will not occur through swimming or use of Lakewood Glen Property Owners Association facilities and swimming pool.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of Member or User's participation of swimming and/or attendance to the Lakewood Glen Property Owners Association facilities and swimming pool, the Member agrees to release and on behalf of himself/herself and his or her heirs, representatives, executors, administrators, and assigns, HEREBY DOES RELEASE A-Beautiful Pools, Inc. and Lakewood Glen Property Owners Association , and each of their officers, directors, shareholders, employees, 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 Member and his/her heirs, representatives, executors, administrators and assigns may have, now or in the future, against A-Beautiful Pools, Inc. and

Lakewood Glen Property Owners Association for personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Lakewood Glen Property Owners Association facilities and swimming pool/equipment, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of Member or User's attendance to the Lakewood Glen Property Owners Association facilities and swimming pool, Member agrees 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 Member or User's attendance to the Lakewood Glen Property Owners Association facilities and swimming pool.

Member hereby certifies that he/she has full knowledge of the nature and extent of the risks inherent in Lakewood Glen Property Owners Association facilities and swimming pool attendance, and that he/she is voluntarily assuming said risks. Member understands that he/she will be solely responsible for any loss or damage, including personal injury, property damage, or death, he/she or User sustains while participating in attendance to the Lakewood Glen Property Owners Association facility and swimming pool, and that by signing this agreement Member HEREBY RELEASES Releasees from all liability for such loss, damage, or death. Member further certifies that he/she and each User is in good health and has no conditions or impairments which may preclude his/her or any User's safe participation in swimming and/or attendance to the Lakewood Glen Property Owners Association facilities and swimming pool.

Member further certifies that he/she is of lawful age and otherwise legally competent to sign this agreement. Member further understands that the terms of this agreement are legally binding, Member has been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certifies that he/she is signing this agreement, after having carefully read and understood it, of her/his own free will.

The terms of this Waiver of Liability, Release, and Hold Harmless Agreement are agreed to and accepted by:

_____ Member Signature _____ Date
_____ Printed Name _____ Address
_____ Phone Number _____ Email

The below listed individuals are additional fulltime residents under eighteen (18) years of age; I/We, as their parent(s) or guardian(s), hereby take full responsibility for them to the fullest extent provided by this entire Agreement:

_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age