

PLEASE PRINT: NAME: _____
ADDRESS: _____ PHONE: _____
EMAIL: _____

MEMBER WAIVER AND RELEASE FOR 2011 SWIM SEASON
FOSSIL LAKE RANCH SWIMMING POOL

As a condition to using the swimming pool, pool facilities, equipment and services provided in connection with the Fossil Lake swimming pool (collectively the "**Swimming Pool Facilities**") by the Fossil Lake Homeowners Association, Inc., its officers, directors, employees, agents, and predecessors in interest (collectively, the "**Fossil Lake HOA**"), I acknowledge and agree to the following on behalf of myself, my family members, my heirs, personal representatives, assigns, my guests to the Swimming Pool Facilities, and any individual(s) for whom I serve as guardian:

1. I hereby represent that I will use the Swimming Pool Facilities at my own risk. I hereby release and forever discharge Fossil Lake HOA from any and all actions, causes of actions, claims, liabilities, and demands whatsoever (including attorney's fees), whether founded in law or equity, arising from or in connection with any injury or loss incurred in connection with the use of any of the Swimming Pool Facilities. I assume full responsibility for, and agree to indemnify, hold harmless and defend Fossil Lake HOA against, any injury, death, loss, claim, liability, action or demand whatsoever (including costs and attorney's fees) suffered or arising in connection with use of the Swimming Pool Facilities by me, my family members, my guests, and/or by any individual(s) for whom I serve as guardian. This release is intended to be as broad and inclusive as permitted by the laws of this State, and if any portion of this Release is held invalid, the balance of this Release, notwithstanding, shall continue in full legal force and effect. I understand that Fossil Lake HOA is relying on this Release in permitting me to use the Swimming Pool Facilities.

2. I agree to accept full responsibility for any injury, damage or death resulting to me, any of my family members, any of my guests, or to any person for whom I serve as guardian in connection with use of the Swimming Pool Facilities, or any activity in connection with the Swimming Pool Facilities. I have inspected the Swimming Pool Facilities and am familiar with the physical facilities located thereon. I agree to abide by all rules and regulations adopted by the Association with respect to the Swimming Pool Facilities.

3. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I REPRESENT THAT I AM AWARE OF THE FOLLOWING WARNINGS PROVIDED BY FOSSIL LAKE HOA:**

- A. USE OF THE SWIMMING POOL FACILITIES MAY RESULT IN DEATH OR INJURY.**
- B. CHEMICALS IN THE SWIMMING POOL AS WELL AS THE WATER CONDITIONS THEREIN MAY CAUSE SKIN RASHES, SKIN BURNING, ALLERGIC REACTION, VIRAL AND BACTERIAL CONDITIONS, IRRITATION TO EYES, OR OTHER PHYSICAL INJURY AND/OR IRRITATION.**
- C. I UNDERSTAND THAT REFLECTION AND MAGNIFICATION CAUSED BY WATER IN THE SWIMMING POOL MAY CAUSE OR ENHANCE SUNBURN TO SKIN AND EYES.**
- D. ALL PROVISIONS OF THIS RELEASE SHALL APPLY TO EMPLOYEES PROVIDED BY FOSSIL LAKE HOA AND LIFEGUARDS.**

I have read and understand the contents of this Release and I assume all of the above risks and agree to all of the above obligations. Furthermore I waive all claims, and all actions, causes of actions, liabilities and demands whatsoever, whether in **negligence, warranty, contract, or otherwise**, against the Fossil Lake HOA.

RELEASING PARTIES (Print Names & Age & Relationship)
All members of the household are listed here.

SIGNATURE (By Parent if under 18 years of age)
All members must sign, unless they are under 18.

Date

Date

Date

Date

Date