

Please List Names of All Residents Covered by This Form (Include Ages of Minor Children under 18):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

*Instructions: Any residents 18 years of age or older who wish to use the pool during Unguarded hours must initial each page of this document and sign the last page. All parents/guardians of any minors younger than 18 must sign and initial this form and list the names and ages of any minors younger than 18 who they wish to be authorized to use the pool during Unguarded hours.*

## CAMDEN PLACE 2021 UNGUARDED POOL HOURS WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing this form, you will be expressly assuming the risk / legal liability and waiving and releasing all claims for bodily injuries, property damage or loss which you and your minor child/ward might sustain as a result of swimming or engaging in any and all activities connected with and associated with swimming in the Camden Place pool during Unguarded hours.

Unguarded Hours are those hours during Regular Pool Hours when the lifeguard is not on duty. A "Qualified Resident" is resident of Camden Place 18 years of age or older who has signed this Waiver and Release form and/or a resident of Camden Place younger than 18 whose guardians have signed this Waiver and Release Form on his/her behalf. Babysitters, nannies, grandparents, or other caretakers/relatives who do not reside in Camden Place as their primary residence are not Qualified Residents. "Minor Child/Ward" are Qualified Residents younger than 18. Any Qualified Resident younger than 13 years of age must be accompanied by a Qualified Resident 13 years of age or older to use the pool during Unguarded hours.

The undersigned resident(s) in the Camden Place subdivision (each of the signers Herein after referred to as "I" or "me") is/are executing and delivering this Waiver and Release of all Claims and Assumption of the Risk (this "Release") in consideration for the grant by the Camden Place Homeowners' Association (the "Association") of a license (the "License") to use the Camden Place pool, the equipment therein and the surrounding environs of the pool bounded by the fence (collectively, the "Pool") during Unguarded Hours.

I understand that the Regular Pool Hours will be published on the Camden Place Homeowners Association website each year by the Pool Committee and that access to the Pool is prohibited to everyone during times other than the Regular Pool Hours. In consideration for the License and smart phone access to the App that controls the pool gate, I agree to be bound by and comply with the terms and conditions of this Release including but not limited to compliance with the rules and regulations regarding the use of the Pool as set forth in the Pool Rules, and more specifically, the section of the Pool Rules relating to the use of the Pool during the Unguarded Hours as set forth below.

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**Unguarded Hours (No Lifeguard on Duty)**

- I am agreeing to voluntarily use the CP swimming pool during unguarded periods with full knowledge of the potential dangers involved including risks of injury or death.
- The Pool will be accessible during Unguarded Hours to Camden Place Qualified Residents who are at least 13 years of age (a "Qualified Resident") via a smart phone app. Qualified Residents under 13 may use the pool during Unguarded Hours only if accompanied by a Qualified Resident 13 years of age or older.
- The Qualified Resident acknowledges and agrees that he/she is not authorized to bring into the pool during Unguarded Hours any children, family or guests who have not signed this pool waiver and/or on whose behalf this waiver has not been signed. Only Qualified Residents who have signed this waiver, or whose guardians have signed this waiver on his/her behalf, are allowed in the pool during Unguarded Hours.
- Qualified Residents using the Pool area are responsible for all clean-up, returning all pool furniture to the normal arrangement, leaving the pool area promptly at closing, and locking all gates upon leaving
- There will be no horseplay, misuse of pool facilities, dangerous/loud behavior, parties, or misconduct of any type by homeowners during unguarded hours. For the purpose of this agreement, groups of five or more people will constitute a party. The HOA reserves the right to determine at its discretion if observed behaviors (via installed cameras) qualify as unacceptable behavior.
- To ensure that security is maintained and to comply with requirements of our insurance policy, lifeguards must ensure that all swimmers vacate the pool area and return using their OWN Phone App during periods when an Unguarded period follows a guarded period.
- The use of the diving board is strictly prohibited during Unguarded hours. This is considered "misconduct" and dangerous behavior.
- The Pool gate will/must remain locked at all times during Unguarded hours. Each Qualified Resident is required to "lock-up" after entering/leaving the Pool, even when other Qualified Residents are still in the Pool area. (i.e. the gate is not to be propped open). Under no circumstances are pool users allowed to open the gate for other person(s).
- During inclement weather, the pool area must be vacated. Specifically, all Qualified Residents must exit the pool for a period of 30 minutes after the last thunder is heard or the last lightening seen. In the case of heavy rain (pool bottom not visible), all Qualified Residents must exit the pool until the pool bottom is visible.
- Again, under no situation, may a person who is not a Qualified Resident enter the pool during Unguarded Hours.
- Violation of any one of these rules as stated will result in an immediate suspension of pool privileges for the Qualified Resident who violates such rule(s) for the remainder of the pool season at the discretion of the HOA board

**Unguarded Hours (No Lifeguard on Duty)**

- I understand that swimming poses inherent risks, and I acknowledge that I, as well as any Minor Children/Ward on whose behalf I sign this waiver, are fully capable swimmers, and I assume, on behalf of myself and my Minor Children/Ward, all responsibility for my conduct, health and safety using the Association’s swimming pool or pool facilities without lifeguard supervision
- I hereby agree, represent and warrant that I will not visit or utilize the pool nor shall I permit my Minor/Children/Ward to visit or utilize the Association Facility, if (i) I/he/she is experiencing symptoms of COVID-19, including, without limitation, fever over 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; (ii) I/he/she has a suspected or diagnosed or confirmed case of COVID-19; or (iii) I/he/she has had exposure to any person who has a suspected or confirmed case of COVID-19 within the past 14 days of my date of use of the pool.

**Acknowledgement and Agreement.**

I hereby acknowledge and agree, for myself and on behalf of my minor children that (i) I have read and understand all of the Pool Regulations and will explain them to my minor children; (ii) I will comply with, and cause my minor children to comply with, the Pool Regulations at all times; (iii) the License, and use of the Pool will be revoked by the Association at any time for failure to be in good standing which includes, but is not limited to: failure to pay the Association dues, failure to comply with the Camden Place restrictive covenants, or failure to comply with the Pool Regulations and (iv) I am solely responsible for maintaining my personal safety and the safety of my Minor Children/Ward and hereby accept and assume any and all risks of illness, bodily or personal injury, property damage, or death that may arise with respect to use of the Pool. I understand that swimming poses inherent risks, and I acknowledge that I, and any Minor Child/Ward on whose behalf I sign this waiver, am/are a fully capable swimmer, and I assume all responsibility for my conduct, health and safety, and that of my Minor Children/Ward, using the Association’s swimming pool or pool facilities without lifeguard supervision.

In addition, I hereby voluntarily assume all responsibility for and all risks associated with contracting COVID-19 or otherwise being infected with the SARS-CoV-2 Virus, or other coronavirus disease or similar infectious pathogen or infectious disease, arising out of or otherwise related to swimming in, visiting or using the pool, including the risk that such exposure or infection may result in bodily injury, sickness, disease, permanent disability, and/or death (collectively referred to as “Damage”). I also hereby voluntarily agree to assume all of the foregoing risks and accept sole responsibility for risk of bodily injury, sickness, disease, permanent disability, and/or death my Minor Children/Wards which may occur while they are swimming in, visiting and/or using the pool, which may result in Damage stemming from COVID-19.

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Moreover, I, acting on behalf of myself and in my capacity as parent or guardian for my Minor Children/Ward, do hereby fully release, forever discharge Camden Place Homeowners Association, Inc, and its past and present officers, directors, managers, committee-members ,agents and employees (hereinafter the "Released Parties") from any and all claims for bodily injuries, property damage, Damage or other loss that my Minor Child/Ward, or I may have or which may accrue to me/us or my minor child/ward and arising out of, connected with, or in any way associated with the use of the Camden Place pool, except for such as may be caused by the sole gross negligence or willful misconduct of the Association or any of the Released Parties individually.

**Waiver and Release**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ASSOCIATION, ITS PAST AND PRESENT OFFICERS, DIRECTORS, COMMITTEE-MEMBERS AGENTS AND REPRESENTATIVES (COLLECTIVELY REFERRED TO HEREIN AS THE "ASSOCIATION") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE OR OTHERWISE, FOR ANY INJURY, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME, MY MINOR CHILD/WARD OR MY FAMILY, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE POOL. IN THAT REGARD, I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE ASSOCIATION, ON BEHALF OF MYSELF, AND IN MY CAPACITY AS PARENT OR GUARDIAN OF MY MINOR CHILD/WARD,AND MY FAMILY, FROM ALL PAST, PRESENT, AND FUTURE ACTIONS, CAUSES OF ACTION SUITS, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY (COLLECTIVELY "CLAIMS"), WHICH I OR ANY OF MY FAMILY, MINOR CHILD/WARD, OR ANY OF OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS MAY HAVE AGAINST THE ASSOCIATION FOR DAMAGES TO MY PERSON OR PROPERTY OR THE PERSON OR PROPERTY OF MY FAMILY, MINOR CHILD/WARD, AND GUESTS RESULTING FROM OR ARISING OUT OF THE USE OF THE POOL, INCLUDING BUT NOT LIMITED TO DAMAGES FROM COVID-19. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY FAMILY and MINOR CHILD/WARD, TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUING ON OR MAKING ANY CLAIM AGAINST THE ASSOCIATION FOR ANY MATTER RELEASED HEREBY.

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By signing below, the undersigned Qualified Resident agree(s) to the foregoing. All Qualified Residents in the home 18 years or older must sign below. I agree and acknowledge that I am also signing below and agreeing to the above on behalf of my following Minor Children/Wards, who will be using the pool as a Qualified Resident:

So agreed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Qualified Resident (18 or older):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number; \_\_\_\_\_

Email: \_\_\_\_\_

**Qualified Resident (18 or older):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number; \_\_\_\_\_

Email: \_\_\_\_\_

**Qualified Resident (18 or older):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Qualified Resident (18 or older):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Names of All Minor Children/Wards, under the age of 18, Who Will Use the Pool During Unguarded Hours:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

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