

BROOKSTONE II HOMEOWNERS ASSOCIATION, INC.

Pool Use When No Lifeguard Present-Swim at Own Risk

Waiver of Liability, Assumption of Risk, & Indemnity Agreement (“Agreement”)

COMES NOW, the below signed Resident, and hereby acknowledges and agrees as follows:

In consideration for being permitted to participate in use of the Brookstone II Swimming Pool (“Swimming Pool”) when a Lifeguard is not present (“Activity”), I acknowledge and agree to the following (“Agreement”):

Waiver: I, for myself, and on behalf of any below-listed minors, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Brookstone II Homeowners Association, Inc. (“Association”), its officers, employees, or agents, for liability from any and all claims including the negligence of the Association, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: I understand that:

(i) ALL USERS ARE SWIMMING AT THEIR OWN RISK WHEN NO LIFEGUARD IS ON DUTY.

(II) SOLO USE OF POOL IS PROHIBITED WHEN NO LIFEGUARD IS ON DUTY.

(III) I ASSUME THE RISK for myself, and any below listed minors, when using the Swimming Pool without a Lifeguard present, and acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, for example: near drowning, and in some cases, death.

Agreement: I will not allow anyone in my family, other than the below-listed minors, to use my entry card to gain access to the pool during the Activity unless that family member has also signed an Agreement in their own name. Further, I agree to not assist anyone else in gaining access to the Swimming Pool, by holding or propping open a gate or a door, or any other method.

All the Rules and Regulations in regards to the use of the Swimming Pool are in force during the Activity, and I agrees that if I am found to be in violation of this Agreement, or any Rules and Regulations of the Association, that I will be subject to all possible sanctions available under the Declaration or any other governing documents of the Association. RESIDENT IS AT ALL TIMES RESPONSIBLE FOR THEIR OWN SECURITY WHILE USING THE SWIMMING POOL.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS the Association from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse the Association for any such expenses incurred.

Severability: I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect

Acknowledgment of Understanding: I have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law, including any below listed minors.

RESIDENT

PRINT NAMES OF ALL MINOR CHILDREN

Resident's Printed Name

Resident's Address

Resident's Phone Number

Resident's Key Card Numbers

Resident's Signature

Date Signed