

**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 agree 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

## Pool Rule Violation Repercussions

In order to minimize the occurrences of vandalism and poor behavior at the pool, the BKII Board has created a pool repercussion. The pool rules must be obeyed by all owners and their guests. If not, the following process will be administered:

- 1st Offense: a warning will be issued to the property owner.
- 2nd Offense: Banned from all amenities in BKII for one calendar year.
- 3rd Offense and beyond: a fine of \$250 per occurrence and an additional one calendar year banishment per occurrence from all amenities.
- NOTE: At any time, a property owner or their guests directly costs the association for repairs at the amenities - the homeowner will be specifically assessed for the costs to repair in addition to the repercussions stated above.
- NOTE: The BKII Board has the discretion to consider reinstatement of access to amenities on a case-by-case basis. All these documents are effective immediately.

Also, please note the following regarding the cameras at each pool: The Association has installed cameras capable of recording within the pool area. These cameras will not be monitored, and all footage is the exclusive property of the Association. The cameras are not for security purposes. Each Owner and their guests are responsible for the protection and security of themselves and their property.

**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.

**Please complete the below information, you only need one waiver per household.  
Please complete all the boxes.**

**RESIDENTS NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**KEY CARDS NUMBERS**

**LAST 4 DIGITS ONLY**

**CARD #1**

**CARD #2**

<b>NAME OF ALL ADULTS LIVING IN THE HOME</b>

<b>NAME OF ALL CHILDREN LIVING IN THE HOME</b>	<b>AGE</b>

***Resident's Signature***

**Date Signed**

**Please complete, sign and return by 04/11/2024**

Please email to – [bk2poolwaiver@gmail.com](mailto:bk2poolwaiver@gmail.com)

or

Place in the mail box at the clubhouse (*please do not put the flag up*)