



2024 CPHA Pool Acknowledgement, Release and Waiver of Liability

In consideration of being allowed to use the Colony Park Condominium Association community swimming pool and participate in any events or activities held within the community swimming pool area, I agree to the following:

1. I intend to be legally bound by this Acknowledgement and Release and Waive of Liability which shall be referred to as "Release". "Colony Park Condominium Association" may also be referred to as "Association".
2. The words "swimming pool" shall mean the swimming pool, the fence enclosing the swimming pool, the area enclosed by the fence and anything within the enclosed area of the fence including, but not limited to, any building, structure, or piece of personal property whether owned by the Association or another person.
3. I agree that, prior to participating in events or activities at the swimming pool or using the swimming pool, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise Esquire Association Management of such condition(s) and refuse to participate or use it.
4. I acknowledge and fully understand that by using the swimming pool or participating in events or activities at the swimming pool I will be engaging in activities that involve risk of serious injury. These injuries include, but are not limited to, permanent disability and death and severe social and economic losses. I understand that any injury may be caused by my own actions, or the inactions or negligence of others, or the condition of the premises, or of any equipment used. I further agree that there may be other risks not known to me or not reasonably foreseeable at this time which could cause me injury.
5. I understand that there is no lifeguard on duty.
6. I understand and agree that I will be liable for any injuries to others who are using the swimming pool caused by me and for any damages to others or the Association caused me.
7. I assume all risks and accept personal responsibility for the damages or any injury, permanent disability, or death to me.
8. I acknowledge that I have received, read, understand, and agree to comply with the Association's rules and regulations related to the community pool.
9. I release, waive, discharge, and agree not to sue the Association, its Executive Board or its members, and any agents or employees of it from any demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by negligence of the Association, its Executive Board or its members, and any agents or employees of it.
10. I understand that "release, waive, and discharge" means I am voluntarily giving up or surrendering my right to a claim that I may have against another.
11. I understand that if I am a parent and/or legal guardian of a minor child, then I agree on behalf of the minor child, to release, waive, discharge, and agree not to sue Colony Park Condominium Association, its Executive Board or its members, and an agents or employees of it. On behalf of the minor child, I also agree to all other terms in this Release. The word "child" shall also mean "children".
12. I understand that by signing below I agree to be responsible for all guests and accompanying children, their safety, and their compliance with the Pool Rules

I have read the above Release. I understand that I have given up substantial rights by signing it, and I sign it voluntarily:

Signature

Date

Printed Name: _____

Address: _____

Phone: _____