

COVINGTON ESTATES HOMEOWNERS ASSOCIATION, INC.
USE OF ASSOCIATION SWIMMING POOL

Member's Limited Waiver, Release of Liability, Indemnification, and Consent to Medical Attention

In exchange for my/our being allowed to use the swimming pool ("the 'Pool'") owned by Covington Estates Homeowners Association, Inc. (the "CEHOA"), and located at Covington Estates, Fishers, Indiana, and in exchange for my/our child or ward being allowed to use the Pool, including the Pool itself, all premises located within the fence surrounding the Pool, and all facilities and equipment on such premises connected with the operation of the Pool, I/we, on our own behalf and as the custodial parent(s) or legal guardian(s) of:

Children's Names

(individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Use. I understand and confirm that my use of the Pool, my authorization of my child or ward's use of the Pool, and my children's or ward's use of the Pool, is voluntary.
2. Identification of Risks. I understand that there are **no lifeguards** on duty at the Pool. I understand that my use of the Pool and my children's or ward's use of the Pool may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Limited Waiver and Release of Liability is intended to address all of the risks of any kind associated with **any** use I and my child or ward makes of the Pool, including, particularly, such risks created by actions, inactions, or **negligence** on the part of the CEHOA's members, directors, officers, employees, volunteers, successors, or assigns, including **but not limited to** risks created by the following: (a) the use and condition of the Pool; (b) the lack or inadequacy of policies, rules, or regulations governing the use of the Pool; (c) the failure of the CEHOA's members, directors, officers, employees, volunteers, successors, or assigns to foresee or to protect my child or ward from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons not affiliated with the CEHOA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my use and my children's or ward's use of the Pool I accept responsibility for any liability, injury, loss, or damage in any way connected with my use and my children's or ward's use of the Pool. This assumption of risk does not extend (a) to a risk arising from any action taken by any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (other than by taking any action necessary to close the Pool) the Pool's mechanical or chemical systems or (b) to a risk arising from actions taken by the CEHOA, or by parties with whom the CEHOA enters into contracts, related to the Pool.
4. Sole Accessibility. I agree that I will not allow anyone other than myself, a resident of my home and my guests to have access to the Covington Estates Pool. If I allow guests to use the Pool, I or a responsible member of my household shall accompany and directly supervise those guests at all times while they are at the Pool, whether they are using the Pool or are merely present within the Pool grounds. I will ensure that my guests abide by all posted Pool rules. I agree that I will enter the Pool through use of a combination lock mechanism or other method prescribed by the CEHOA. If ingress is provided by use of a combination lock mechanism, I agree not to disseminate the combination to any one other than the residents of my own household.
5. Release and Waiver. I release the CEHOA's members, directors, officers, employees, volunteers, successors, and assigns from any and all liability (excluding liability for intentional or reckless misconduct of the CEHOA's members, directors, officers, employees, volunteers, successors, or assigns) for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my use and my children's or ward's use of the Pool, whether or not caused in whole or part by the negligence of the individuals mentioned in this Paragraph 4. This release and waiver does not release or waive claims against the CEHOA, or against parties with whom the CEHOA enters into contracts, in any way connected with my use and my child's or ward's use of the Pool. Further, this release and waiver does not release or waive claims arising from actions taken by any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (other than by taking any action necessary to close the Pool) the Pool's mechanical or chemical systems.
6. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the CEHOA's members, directors, officers, employees, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use and my children's or ward's use of the Pool, whether or not caused in whole or in part by the negligence of the individuals identified in this Paragraph 5. This indemnification shall not extend to any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (other than by taking any action necessary to close the Pool) the Pool's mechanical or chemical systems. If a **non-resident third party** should obtain the combination from myself or any member of my household to access the Pool, I agree to be liable to CEHOA for any damage (including but not limited to vandalism) done to any CEHOA property by said non-resident third party. Liability includes financial responsibility to replace or repair any property damaged by non-resident third party. I also agree to indemnify and hold harmless CEHOA, its members, directors, officers, agents and employees for any injuries, including attorney's fees, allegedly suffered by any such non-resident third party, including any injuries that result from the negligence of CEHOA, its members, directors, officers, agents and employees.
7. Binding Effect. This instrument shall be binding upon me, upon my child or ward, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the CEHOA's members, directors, officers, employees, volunteers, successors, and assigns.
8. Consent to Medical Treatment. I authorize the CEHOA to provide to me and to my child or ward, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the CEHOA to provide such assistance, transportation, or services.
9. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

10. Applicable Law. Because the Pool and the CEHOA are located in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

THIS IS A LIMITED WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS LIMITED WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS LIMITED WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

IN EXCHANGE FOR MY AND MY/OUR CHILD OR WARD BEING ALLOWED TO USE THE POOL DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL(S), I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS LIMITED WAIVER. RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT. **BOTH PARENTS OR LEGAL GUARDIANS MUST SIGN.**

Printed Name (Parent or Legal Guardian)

Signature

Date

Printed Name (2nd Parent or Legal Guardian)

Signature

Date

COMPLIANCE TO ONE HOUSEHOLD ACCESS AGREEMENT

By signing the below compliance, I submit that **I will not allow anyone** other than myself, a resident of my home and my guests to have access to the Pool. If I do allow a guest(s) to use the Pool via my access, I or a responsible member of my household **shall accompany and directly supervise** those guests at all times while they are at the Pool, whether they are using the Pool or are merely present within the Pool grounds. I equally will ensure that my guest(s) abide by all posted Pool rules.

I agree that I will enter the Pool through use of a combination lock mechanism, swiping card or other method prescribed by the Association. If access to the Pool is provided by use of a combination lock mechanism or card, I agree not to disseminate the combination or card use to any one other than the residents of my own household. Access to the Pool by any means other than the monitored entry way is strictly forbidden. **Do not allow non-household people to enter behind you** after using your access to open the door, you will be held liable.

If a non-resident third party should obtain the combination from me or a member of my household and enter the Pool, **I agree to be liable to CEHOA for any damage(s)** (including but not limited to vandalism) done to any CEHOA property by such non-resident third party. I also agree to indemnify and hold harmless CEHOA, its members, directors, officers, agents and employees for any injuries, including attorney's fees, allegedly suffered by any such non-resident third party, including any injuries that result from the negligence of CEHOA, its members, directors, officers, agents and employees.

Address of Home Signing Compliance

Lot (optional)

Printed Name (Parent or Legal Guardian)

Signature

Date

Printed Name (2nd Parent or Legal Guardian)

Signature

Date

Please provide your phone number and email address below, for the CEHOA to have a means to submit your code.

Home Phone Number

Email Address