



**FOXERRY SWIMMING POOL WAIVER and RELEASE OF LIABILITY**

*PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.*

I, \_\_\_\_\_, wish to swim at the Foxberry Communities Association, Inc pool facilities. By swimming in the Foxberry Communities Association, Inc pool, I recognize and fully understand certain things, including:

- In consideration for use of the Foxberry Pool or Pool Area, I understand that at no time will there be a lifeguard on duty and that I, the swimmer, am responsible for the safe use of the facilities.
- I also am aware that my (the swimmer) use of the pool facilities may involve certain risks including but not limited to:
  1. The risk of injuries/death from possible malfunctions of pool equipment.
  2. The risk of injuries/death resulting from tripping or falling over obstacles in the pool area.
  3. The risk of injuries/death resulting from unsupervised swimmers colliding.
  4. The risk of other injuries/death from participating in the action of the pool.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks. In exchange for the HOA allowing me to utilize the pool and pool area, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights as stated below:
  1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Foxberry Communities Association, Inc its Directors, Officers, Employees, Agents, or Representatives and Foxberry Village Condominium, its Directors, Officers, Employees, Agents or Representatives (herein referred to as the "Releasees") relating to my use of the pool and the pool area;
  2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, death, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
  3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to any third party, resulting from the use of the pool or pool area.
  4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;
  5. That this waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understand this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

\_\_\_\_\_  
Signed (if under 18, parent also sign)

\_\_\_\_\_  
Print Name(s)

\_\_\_\_\_  
DOB