

PROMONTORY POINTE HOMEOWNERS' ASSOCIATION
ACKNOWLEDGEMENT AND WAIVER OF LIABILITY

Homeowner/Member _____

Address: _____

CARD KEY INFORMATION:

1. One card key will be issued per household.
2. The first pool card is free.
3. The cost for replacement of lost or stolen card key, or reactivation of cards suspended due to non- payment of dues, is \$10.00.
4. There is no charge for annual card key renewal.
5. Card keys will not be issued to anyone under the age of 18.
6. Card keys will not be issued to members not in good standing (delinquent on assessments and/or fines).

RULES:

1. Member, on behalf of him/herself, immediate family (family members living at Member's Promontory Pointe address), tenants and guests, agrees to all rules outlined in the "Promontory Pointe Recreational Facilities Rules and Guidelines," provided to Member with this document.
2. Only HOA members, immediate family, tenants, and accompanied guests are permitted to use the recreational facilities.
3. Members may bring to the recreational facilities A MAXIMUM OF FOUR GUESTS PER LOT AT ANY ONE TIME. The host member must accompany his/her guests and is responsible for his/her guests' conduct at all times.
4. Members, immediate family, tenants and guests use the HOA pool, recreational facilities and common areas AT THEIR OWN RISK. The HOA is not responsible for accidents, injuries, or loss of or damage to personal property occurring within these facilities.
5. Swimming pool hours are 5:00 am to 9:00 p.m. Thursday through Tuesday, 12:00 p.m. to 9:00 p.m. Wednesday.
6. Residents ages 16 and up are allowed in the recreational facilities without adult supervision. Children aged 0 to 15 must be accompanied by an adult at all times. Only adult residents (18 years of age and older) may bring children under age 16, including siblings, or guests, to the pool.
7. Members are responsible for supervision of children aged 12 and younger at the pool AT ALL TIMES.
8. Violation of these rules is subject to fine and/or suspension or revocation of recreational facility privileges by the Board of Directors in accordance with PPHOA bylaws.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY:

Members understand and agree that there are inherent risks associated with the use of the HOA pool, recreational facilities, and common areas, including but not limited to loss of life, personal injury, and property damage or loss. Member, on behalf of him/herself, immediate family, tenants and guests, knowingly and freely assumes all such risks, both known and unknown, including those that may arise out of the negligence of his/her guests.

The Member expressly assumes any and all liability arising from or incident to his/her use, or use by immediate family members, tenants, or guests, of the pool, recreational facilities or common areas, including but not limited to damage to the facilities, their fixtures, or common areas, and/or damage or injury to property or persons, including but not limited to guests, invitees or other persons.

In consideration for HOA permission to use the pool, recreation facilities and common areas, Member, for him/herself, immediate family, tenants and guests, and his/her respective heirs, assigns, administrators, personal representatives, and next of kin, expressly agrees and covenants to release, indemnify and hold harmless Promontory Pointe HOA and its respective officers, directors, agents, employees, independent contractors and volunteers from any and all damages, claims, fines, suits, demands, actions, or other liability, and waives the right to same, including without limitation any and all claims based upon personal injury, death, or property damage or loss to any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorney's fees, which arises out of, relates to or results from the Member, immediate family, tenant, and/or guest use of the pool, recreation facilities or common areas, whether or not said damages, injury, loss, or death is due to any act or omission by, or negligence of, the Promontory Pointe HOA, its officers, directors, agents, employees, independent contractors or volunteers.

MEMBER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY MEMBER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF MEMBER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

I have read, understand, and agree to the rules and provisions referenced herein, including those concerning the assumption of risk and waiver of liability, and sign it voluntarily with full understanding of its significance.

Member Signature: _____ Date _____

Card Key #: _____ Please provide the card number off the back of your card if readable otherwise type UNREADABLE.

PAYMENT INFORMATION: PAID BY CHECK _____ PAID BY MONEY ORDER # _____
PAID BY CASH _____

DO NOT MAIL THIS FORM. **PLEASE BRING THIS FORM TO THE OFFICE/RENEWAL LOCATION WHEN CARD KEY IS PURCHASED OR REACTIVATED.**

IF THE RESIDENT IS 17 YEARS AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("*GUARDIAN*") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____