

BROOKSTONE HOA

Swimming Pool Use Acknowledgement of Risk, Waiver, & Release of Liability

In consideration of being granted access to and my use of the swimming pool, including, but not limited to, access to the swimming pool when lifeguards are not present, I hereby forever release and covenant not-to-sue Brookstone HomeOwners Association, Inc. (the "Association"), its Board, employees, volunteers, agents, and all others who are involved, from any and all present and future claims property damage, personal injury, or wrongful death, arising as a result of my engaging in the use of the swimming pool or any activities relating or incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, children, heirs and assigns the right to recover for property damage, personal injury or death.

I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular stress. I understand that swimming and other pool activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. And, I acknowledge that all stresses and hazards associated with these activities cannot be foreseen.

I will voluntarily use pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

I have a personal responsibility to follow the safety rules and procedures established by the Association, attached hereto as Exhibit A, Pool Facility Rules, and those that are associated normally with swimming and other pool use activities.

I further agree to indemnify and hold harmless the Association, its Board, employees, volunteers, agents, and all others who are involved from any and all claims arising as a result of or otherwise relating to (a) my use of the swimming pool, the use of the swimming pool by persons under the age of 18 for whom I am the parent or legal guardian, or my guests' use of the swimming pool; (b) my participation, the participation of persons under the age of 18 for whom I am the parent or legal guardian, or the participation of my guests in pool activities or any activities incidental thereto; or (c) my, persons under the age of 18 for whom I am the parent or legal guardian, or my guests' breach of any of the rules contained in Exhibit A, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of TN, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Mount Juliet, Wilson County, Tennessee.

I affirm that I am signing this Acknowledgement of Risk, Waiver and Release of Liability solely and freely. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Association or any of the parties listed above. I understand that this Acknowledgement of Risk, Waiver, and Release of Liability is a binding legal document.

Additionally, I also acknowledge and agree that I am signing this Acknowledgement of Risk, Waiver and Release of Liability on behalf of persons under the age of 18 for whom I am the parent or legal guardian, in addition to myself, and said persons are hereby committed to the same obligations, acknowledgements, and waivers as the undersigned.

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:

Certification and Signatures

I/we hereby certify that all persons over the age of 18 residing at the below-referenced property have executed this Acknowledgement of Risk, Waiver and Release of Liability, and that all persons residing at such address are identified below:

Address

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed

Names and Ages of Persons Residing at Residence

Name

Age

Exhibit A

Brookstone HomeOwners Association

Pool Facility Rules

SWIMMERS SWIM AT THEIR OWN RISK.

**ASSOCIATION ASSUMES NO LIABILITY FOR
INJURIES OR DEATH ARISING FROM THE USE
OF THE FACILITY.**

**ASSOCIATION ASSUMES NO LIABILITY FOR
ARTICLES LEFT WITHIN POOL AREA.**

Pool Rules and Regulations

- 1.** The pool is for the exclusive use of Association members/residents only. Association Members/Residents may bring guests, and no more than three (3) guests may be brought by an Association member/resident per visit.
- 2.** Access to the premises before or after the hours of operation of the pool will be considered trespassing. Jumping the fence when the gate is locked may result in the suspension of pool privileges of all violators involved. Members/residents must securely close the gate to the pool area and may not leave it open or allow access to any other persons.
- 3.** The pool will be closed seasonally. The pool may be closed at any time due to either breakdown or other operational difficulties and/or at the discretion of the Association.
- 4.** All members/residents are responsible for cleaning up after themselves. Members/residents will be charged a clean-up fee of \$100 if they fail to clean up after themselves.

- 5. NO GLASS CONTAINERS OR OBJECTS ARE ALLOWED IN THE PREMISES.**
- 6. NO WEAPONS OF ANY KIND ARE ALLOWED IN THE PREMISES.**
- 7. NO SKATEBOARDS OR BICYCLES ARE ALLOWED IN THE PREMISES.**
- 8. NO SMOKING IS ALLOWED IN THE PREMISES.**
- 9. NO LOUD MUSIC IS ALLOWED IN THE PREMISES.**
- 10. NO DIVING IS ALLOWED. DIVING CAN RESULT IN DEATH OR PERMANENT DISABILITY.**
- 11. ALL PERSONS BELOW THE AGE OF EIGHTEEN (18) MUST BE ACCOMPANIED AND CLOSELY SUPERVISED BY AN ADULT WITH STRONG SWIMMING SKILLS. PERSONS EIGHTEEN (18) OR OVER MUST BE ABLE TO SWIM IN ORDER TO COME TO THE POOL AREA ALONE.**
- 12. WATCH CHILDREN AND NON-SWIMMERS AT ALL TIMES AND NEVER LEAVE THEM UNATTENDED.**
- 13. KEEP AWAY FROM POOL DRAINS, PIPES AND OTHER OPENINGS.**
- 14. FAMILIARIZE YOURSELF WITH THE LOCATION OF POOL SAFETY EQUIPMENT, THE TELEPHONE, FIRST AID KIT AND ADDRESS OF THE PREMISES.**
- 15. There is to be no running, rough play, or loud or unruly conduct in or around the pool.**
- 16. No pets or animals are allowed in the pool area. The only exception shall be a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.**
- 17. All pool safety and miscellaneous equipment, including the life preserver and shepherds hook, shall only be used for their intended purposes in order to ensure availability in case of emergency.**
- 18. No one within the pool complex shall behave in such a manner as to jeopardize the safety and health of themselves or others. Such behavior, including abusive or profane language, shall be grounds for expulsion.**
- 19. Proper swimsuits must be worn in the pool area. Thong bathing suits or other inappropriate swimwear will not be permitted.**

- 20.** All persons entering the pool should be as clean as possible. Please consider using the shower before entering the pool. Please let suntan lotion or oils dry on the skin before entering the pool.
- 21.** Children who are not toilet trained and anyone who is incontinent must wear waterproof pants or swim diapers.
- 22.** The pool facility is intended for the exclusive use of the members/residents of Brookstone only and is subject to all rules and regulations established by the Association. The Association may ban any person from the pool area who refuses to follow the rules and regulations.
- 23.** No member/resident may use the pool area until they have signed the Acknowledgement of Risk, Waiver, and Release of Liability and returned it to the Association.
- 24.** In order to enforce the foregoing rules and ensure the safety of its members/residents, the Association may use cameras to record pool usage, and all persons who use the pool consent to being filmed.

Pool and pool area hours of operation:

Daily: 9 AM – 10 PM May 30th - Labor Day

No entry on the premises is allowed outside of the hours of operation.

The pool may be closed without notice to allow for chemical treatment, cleaning, repairs or for any other purpose.

(Signature of Member/Resident)

Date signed

(Signature of Member/Resident)

Date signed

(Signature of Member/Resident)

Date signed

(email for pool closure notifications)