

RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT
The VILLAGES at GODLEY STATION HOA POOL FACILITY and CLUBHOUSE AMENITIES
NON-ADULT USE

The posted pool rules at the Villages at Godley Station Homeowners Association, Inc.'s pool ("Association") require anyone entering the facility under the age of 18 to be under the direct supervision of an adult. Adults are defined as Association Residents 18 years or older. Residents 13 to 17 years of age, may only utilize the Association Pool facility and clubhouse without adult supervision upon completion of this Release, Indemnity, and Hold Harmless Agreement ("Agreement") by the Child's parent(s). The Association, by and through its agents or employees, reserves the right to remove a patron from the pool facility and/or suspend use of the pool facilities if, in its sole discretion, the patron is violating the pool rules and regulations, if the patron presents a danger to himself/herself or others, or is being disruptive in any way.

THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK. The parties to this agreement understand and acknowledge that there is no lifeguard on duty at the Association's pool facility, and furthermore, that the Releasing Party (hereinafter defined) assumes all risks of injury to person and property when using the Association's pool facility.

This release, executed on _____, 20____ by _____ **(Parent(s)), being the legal guardian** of _____ (Child), whose birthday is _____.
Address: _____ Pooler, GA 31322 (collectively referred to as Releasing Party).

Parent, in consideration for the use by Releasing Party of the Association's swimming facility, and on behalf of the Child, personal representative, heirs, and assigns, hereby covenants to release, indemnify, and hold harmless the Association, its directors, officers, members, employees and volunteers, ("Released Party"), from all liability to the Releasing Party. Releasing Party and their personal representatives, heirs and assigns agree to release Released Party from all loss or damage, economic or otherwise, to their person or property resulting from the negligence of the Released Party.

Releasing Party agrees to indemnify the Released Party for any loss, liability, damage, or costs Released Party may incur due to the Releasing Party's use of the Association's pool facility or Association property, including the bathrooms, changing areas, and clubhouse, unless such loss, liability, damage, or cost is caused by the willful or intentional acts of the Released Party.

Releasing Party hereby assumes full responsibility for risk of bodily injury, death, or property loss and damage due to the negligence of Released Party or otherwise while in or around the Association's pool facility, including the bathrooms, changing areas, and clubhouse.

Releasing Party further releases Released Party, and its agents or employees, from any claim whatsoever on account of first aid treatment or services rendered to Child as a result of using the Association's pool facility or other Association property.

Releasing Party further states that he/she has carefully read the above release and knows the contents of the release and the Villages' General Pool Rules and signs this release voluntarily. This release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital. Should any provision of this Agreement be unenforceable, the remaining provisions shall remain in full force and effect.

The Parent completing this form must deliver it to the Association's Manager before the child is allowed into the pool area without a supervising adult. The Child may not bring any guests to the pool facility or amenities. The Association reserves the right to revoke any of the rights and/or privileges set forth in this Release at any time and for any reason.

PARENT (or Legal Guardian): _____ (Print) _____ (Sign)

HOME PHONE: _____ EMERGENCY PHONE: _____

ADDRESS: _____

SECONDARY CONTACT NAME: _____ PHONE: _____

ACCEPTED BY: _____ Date: _____