

**POINTE SOUTH PROPERTY HOME OWNERS' ASSOCIATION, INC.
USE OF ASSOCIATION SWIMMING POOL**

Lot #:

Member's 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 Pointe South Home Owners' Association, Inc. (the "PSHOA"), and located at Pointe South Subdivision, and in exchange for my/our child or guests 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 at the custodial parent(s) or legal guardian(s) of: _____

(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 guests' use of the Pool, and my children's or guests' use of the Pool, is entirely 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 guests' 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 that I and my children or guests makes of the Pool, including, particularly, such risks created by actions, inactions or **negligence** on the part of the PSHOA'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 of adequacy of policies, rules, or regulations governing the use of the Pool; (c) the failure of the PSHOA's members, directors, officers, employees, volunteers, successors, or assigns to foresee or to protect my child or guests both from the actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons not affiliated with the PSHOA; (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 guests' 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 guests' use of the Pool. This assumption of risk does not extend: (a) to a risk arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons with whom the PSHOA enters into contracts related to the Pool; (b) to a risk arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons not affiliated with the PSHOA; and (c) to a risk arising from any intentional or criminal misconduct of the PSHOA and/or the PSHOA's members, directors, officers, employees, volunteers, successors, or assigns.

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 Pointe South Property Home Owners' Association. 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 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 PSHOA. If ingress is provided by use of a combination or keyed lock mechanism, I agree not to disseminate the combination or key to any one other than the residents of my own household.

5. Release and Waiver. I release the PSHOA and the PSHOA's members, directors, officers, employees, volunteers, successors, or assigns from any and all liability for, and hereby 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 guests' use of the Pool, whether or not caused in whole or part by negligence of any of the individuals mentioned in Paragraph 5. This release and waiver does not release or waive claims: (a) against persons with whom the PSHOA enters into contracts related to the Pool and arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of such persons; (b) against persons not affiliated with the PSHOA and arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of such persons; and (c) against the PSHOA and/or the PSHOA's members, directors, officers, employees, volunteers, successors, or assigns and arising from any intentional or criminal misconduct of that entity or such persons.

6. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the PSHOA and the PSHOA'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 guests' use of the Pool whether or not caused in whole or in part by the negligence of the individuals identified in Paragraph 5 hereinabove. This indemnification shall not extend to: (a) persons with whom the PSHOA enters into contracts related to the Pool and for risks arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of such persons; (b) persons not affiliated with the PSHOA and for risks arising from any actions, inactions, negligence, recklessness, or intentional or criminal misconduct of such persons; and (c) the PSHOA and/or the PSHOA's members, directors, officers, employees, volunteers, successors, or assigns and arising from any intentional or criminal misconduct of that entity or such persons. If a **non-resident third party** should obtain the combination or key to access the Pool from myself or any member of my household, I agree to be liable to PSHOA for any damage (including but not limited to vandalism) done to any PSHOA 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 PSHOA, 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 PSHOA, its members, directors, officers, agents and employees.

7. Binding Effect. This instrument shall be binding upon me, upon my children or guests, 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 PSHOA and PSHOA's members, directors, officers, employees, volunteers, successors, or assigns.

8. Consent to Medical Treatment. I authorize the PSHOA to provide me and to my children or guests, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the PSHOA 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 terms 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 PSHOA are located in the State of Louisiana, 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 Louisiana.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUTARILY AND IN EXCHANGE FOR MY AND MY/OUR CHILDREN OR GUESTS BEING ALLOWD 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 WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT.

BOTH PARENTS OR LEGAL GUARDIANS MUST SIGN.

Printed Name (Homeowner, Parent or Legal Guardian)

Signature

Date

Printed Name (Homeowner, Parent or Legal Guardian)

Signature

Date